AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
December 16, 2014
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at Edinburg Council Chambers, 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call**

2. **Pledge of Allegiance**

3. **Prayer**

4. **Approval of Consent Agenda**

5. **Open Forum**

6. **County Judge's Office:**

A. **AI -47387** Presentation by ARISE Voces del Pueblo Community Committee recognizing Commissioner Hector "Tito" Palacios for his contributions to Hidalgo County.

B. **AI -47836** Recognition of the 2014 Santa's Helpers Toy Drive Committee and Chief Elves for providing gifts to 2,828 children in 38 Head Start Centers in Hidalgo County.

C. **AI -47785** 1.) Report from the Rio South Texas Economic Council
2.) Discussion and approval of the service agreement for Rio South Texas Economic Council pursuant to LGC Sec. 381.004
3.) Approval of 2015 Membership Dues for the Rio South Texas Economic Council in the amount of $17,500.00 with authority for County Treasurer to issue payment after review and auditing procedures are completed by County Auditor.

D. **AI -47780** 1. Discussion and approval to renew Guidelines and Criteria for Granting Tax Abatements in Hidalgo County.
2. Discussion and approval of Tax Abatement Agreement between Hidalgo County and Hidalgo County Windfarms, LLC

E. **AI -47781** Discussion and approval of amendment to Economic Development Incentives Program Guidelines and Criteria under the provisions of Section 381.004.

F. **AI -47804** Discussion and approval of Chapter 381 Economic Development Agreement between Hidalgo County and the University of Texas System

7. **Executive Officer - Valde Guerra:**

A.

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."

2. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation" and authority to submit letter of engagement

B.

Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:
1) Renovations to Former Administration Building 1st and 2nd Floors
2) Update on other ongoing county owned building construction and renovation repair projects
3) Emergency situations occurring since last agenda meeting

C. **AI -47745**

1. Appointment of Marcos Ochoa to fill vacancy of J.P. Pct. 3, Pl. 2 for the term beginning January 1, 2015
2. Approval of Official's Bond
3. Administer Oath of Office

D. **AI -47182**

Civil Service (1100)/ Executive Office- Civil Service (1100):
1. Approval of the following personnel actions, effective 01/01/2015:

Action	Dept Name	Slot No.	Position Title	Amount
Delete	Civil Service 190-001	0001	Human Resources Specialist I	$29,078.00
Create	Civil Service 190-001	0002	Civil Service Liaison	$32,769.00

2. Approval to transfer the Civil Service to the Executive Office (Dept No. 125) effective 01/01/2015.
3. Approval of salary schedule(s).

E. **AI -47743**

Approval to process payment of claims from Traci Evans, Attorney at Law totaling $ 15,780.02 in connection with legal representation for indigent defendant Case #CR-1061-09-F - 332nd D.C. (invoice period 2009 to 2010) with authority for County Treasurer to issue payment after review and auditing procedures are completed by County Auditor.

F. **AI -47709**

Pursuant to Article §81.005(a) (Terms of the Court Meeting) of the Texas Local Government Code, consideration and entering of an Order into the minutes the designation of the day of the week and week of the month of Hidalgo County Commissioners' Court Regular Term Meeting Tex. Loc Gov. Code ORDER OF THE COURT:
HIDALGO COUNTY COMMISSIONERS' COURT
Week of the Month: _____
Day of the Week: _____
Time of the Day: _____a.m./p.m. for the calendar year of 2015

G. **AI -47729**

Approval of Interlocal Agreement between Hidalgo County Drainage District No. 1 and County of Hidalgo (LJ Drainage Project - 13 tracts - Project limits: From Cesar Chavez Rd. to Alamo Lateral Drain)

H. **AI -47751**

Discussion, consideration and approval to terminate the Interlocal Agreement between City of Donna, Hidalgo County, and the Tax Increment Reinvestment Zone Number One (1), City of Donna, Texas, pursuant to Section VII of the Interlocal Agreement previously approved on January 9, 2009. Ordinance authorizing the dissolution of Tax Increment Zone #1 was approved and passed by City of Donna on December 09, 2014.

I. **AI -47770**

Approval of Lease Agreement between City of McAllen and County of Hidalgo

8. **Constables:**

A. **AI -47710** Constable Precinct No. 1- Walmart Community Grant (1285):
1. Ratification of application for the Walmart Community Grant award from the the Walmart Private Foundation (Facility No. 6159).
2. Approval to accept the Community grant award from the Walmart Private Foundation in the total amount of $1,000.00.
3. Approval of certification of revenues for the Community grant award.
4. Approval of appropriation of the Community grant award in the amount of $1,000.00.

B. **AI -47622** Constable Precinct No. 1- LBSP FY15 (1284):
1. Authorization and approval to apply for the Local Border Security Program (LBSP) FY 2015 Grant with the Texas Homeland Security State Administrative Agency (THSSAA), Texas Department of Public Safety.
2. Authorization for County Judge, as authorized official, to sign required documents.

C. **AI -47829** Constable Precinct No. 2- LBSP FY15 (1284):
1. Authorization and approval to apply for the Local Border Security Program (LBSP) FY15 grant with Texas Homeland Security State Administrative Agency (THSSAA), Texas Department of Public Safety.
2. Authorization for County Judge, as authorized official, to sign required documents.

D. **AI -47551** Constable Precinct No. 3 - LBSP FY15 (1284):
1. Authorization and approval to apply for the Local Border Security Program (LBSP) FY15 grant with the Texas Homeland Security State Administrative Agency (THSSAA), Texas Department of Public Safety.
2. Authorization for County Judge, as authorized official, to sign required documents.

E. **AI -47666** Constable Precinct No. 4- LBSP FY15 (1284):
1. Authorization and approval to apply for the Local Border Security Program (LBSP) FY15 grant with Texas Homeland Security State Administrative Agency (THSSAA), Texas Department of Public Safety.
2. Authorization for County Judge, as authorized official, to sign required documents.

F. **AI -47613** Constable Pct. #4:
Discussion, consideration, and approval for Hidalgo County Constable Pct. 4 continued participation in Texas 1033 Surplus Property Program.

G. **AI -47741** Constable Pct.#4:
Discussion, consideration, and approval to appoint Kevin Andrew Perez as Reserve Deputy Constable by Constable A."J.R." Gaitan, Constable Precinct 4 in accordance with Texas Local Government Code Section 86.012

9. **Human Resources - Esther Cortez:**

A. **AI -47757** Co. Wide Admin./J.P. Pct 1 Pl 1/J.P Pct 1 Pl 2/Co. Treasurer (1100):
1. Discussion, consideration, and approval of the following personnel actions, effective 01/01/2015:

Action	Dept/Program	Slot No.	Current Position Title	Current Budgeted Salary	Proposed Position Title	Proposed Budgeted Salary
Delete	115-002	0001	Court Coordinator	$37,981.00	-	-0-
Delete	115-002	0002	Court Assistant	$30,564.00	-	-0-
Delete	115-002	0003	Assistant Court Coordinator	$30,564.00	-	-0-
Create	061-001	0007	-	-0-	Court Clerk	$23,993.00
Create	062-001	0007	-	-0-	Court Clerk	$23,993.00

2. Approval to waive section 6.27 of the Personnel Policy Manual and reclassify the following full-time position, as per sections 6.27-6.33 of the Hidalgo County Personnel Policy Manual, effective 01/01/2015:

Action	Dept/Program	Slot No.	Current Position Title	Current Budgeted Salary	Proposed Position Title	Proposed Budgeted Salary	Total Adjustment
Reclassify	150-001	0002	Chief Deputy I	$65,507.00	Chief Deputy II	$76,407.00	$10,900.00

3. Approval of Inter-departmental transfers.

4. Approval of revised salary schedules.

B. **AI -47716** Human Resources (1100):

1. Approval to Remove/Add auto allowance to the following positions; effective next full pay period, effective 01/01/2015:

Action	Dept/Program	Slot No.	Position Title	Budgeted Allowance Amount
Remove auto allowance	190-002	0002	Executive Assistant III	$3,500.00
Add auto allowance	190-002	0005	Human Resources Specialist III	$3,500.00

2. Approval of revised salary schedule.

C. **AI -47762** Pct. 3 Sanitation (1100)/Pct 3 Rd. Maint. (1200):

1. Discussion, consideration, and approval of the following salary adjustments, effective 01/01/2015:

Action	Dept/Program	Slot No.	Current Position Title	Current Budgeted Salary	Proposed Position Title	Proposed Budgeted Salary	Total Adjustment
Salary Adjustment (Increase)	123-001	0006	Supervisor	$30,900.00	Supervisor	$31,220.00	$320.00
Salary Adjustment (Increase)	123-005	0030	Mechanic II	$29,660.00	Mechanic II	$33,000.00	$3,340.00
Salary Adjustment (Increase)	123-005	0074	Heavy Equipment Operator III	$28,840.00	Heavy Equipment Operator III	$32,060.00	$3,220.00

2. Approval to waive Section 3.22 of the Civil Service Commission Rules and reclassify the following full-time position, as per sections 3.22-3.28 of the Civil Service Commission Rules, effective 01/01/2015.

Action	Dept/Program	Slot No.	Current Position Title	Current Budgeted Salary	Proposed Position Title	Proposed Budgeted Salary	Total Adjustment
Reclassify	123-005	0037	Maintenance II	$29,217.00	Traffic Safety Specialist I	$31,000.00	$1,783.00

3. Approval of Intra-departmental transfers.
4. Approval of revised salary schedules.

D. **AI -47788** 430th District Court(1100):

1. Approval of salary adjustments for the following position effective 1/1/2015:

SLOT NO.	POSITION TITLE	2015 BUDGETED SALARY	2015 PROPOSED SALARY	TOTAL ADJUSTMENT
0002	COURT COORDINATOR	64,890.00	70,000.00	5,110.00

2. Approval of intra-departmental transfer
3. Approval of revised salary schedule.

E. **AI -47803** Public Defender (1100)/Public Defender-Juvenile Section (1282):
1. Discussion, consideration, and approval of the following personnel actions, effective 01/01/2015:

Action	Fund	Dept/Pgm	Slot No.	Position Title	Current Budgeted Salary	Proposed Budgeted Salary	Total Adjustment
Salary Adj.(Increase)	1100	085-003	0001	Public Defender II	$53,822.00	$56,238.00	$2,416.00
Salary Adj.(Increase)	1100	085-003	0003	Chief Public Defender	$89,981.00	$100,000.00	$10,019.00
Salary Adj.(Increase)	1100	085-003	0004	1st Assistant Public Defender	$67,800.00	$77,000.00	$9,200.00
Salary Adj.(Increase)	1100	085-003	0005	Public Defender II	$52,002.00	$56,238.00	$4,236.00
Salary Adj.(Increase)	1100	085-003	0006	Public Defender II	$52,002.00	$56,238.00	$4,236.00
Salary Adj.(Increase)	1100	085-003	0007	Public Defender II	$52,002.00	$53,822.00	$1,820.00
Salary Adj.(Increase)	1100	085-003	0008	Public Defender II	$56,238.00	$58,000.00	$1,762.00
Salary Adj.(Increase)	1100	085-003	0012	Public Defender II	$52,002.00	$56,238.00	$4,236.00
Salary Adj.(Increase)	1100	085-003	0018	Public Defender II	$50,487.00	$53,822.00	$3,335.00
Salary Adj.(Increase)/ Create Cost Allocation (1100)	1282	085-004	G001	Public Defender III	$60,655.00	$60,655.00	-0-
	1100	085-003	0019		-0-	$1,445.00	$1,445.00
Salary Adj. (Increase)/ Create Cost Allocation (1100)	1282	085-004	G002	Public Defender II	$52,002.00	$52,002.00	-0-
	1100	085-003	0020		-0-	$4,236.00	$4,236.00

2. Approval of inter-departmental transfer.
3. Approval of revised salary schedule.

F. **AI -47809** District Clerk Office (1100):
Approval of the following personnel actions, effective 1/1/2015:

Action	Slot No.	Dept/Program	Position Title	Current Budgeted Salary	Proposed Budgeted Salary	Total Adjustment
Delete	0011	090-001	Deputy District Clerk II	$33,975.00	-0-	($33,975.00)
Salary Adjustment (increase)	0003	090-001	Chief of Appeals	$56,238.00	$60,238.00	$4,000.00
Salary Adjustment (increase)	0004	090-001	Assistant Chief Deputy	$56,238.00	$64,238.00	$8,000.00
Salary Adjustment (increase)	0005	090-001	Executive Assistant II	$51,739.00	$56,739.00	$5,000.00

Salary Adjustment (increase)	0026	090-001	Executive Assistant IV	$65,507.00	$71,507.00	$6,000.00
Salary Adjustment (increase)	0067	090-001	Accountant IV	$52,002.00	$56,002.00	$4,000.00
Salary Adjustment (increase)	0078	090-001	Deputy District Clerk Supervisor	$39,108.00	$46,083.00	$6,975.00

2. Approval of the revised salary schedule.

G. **AI -47813** Sheriff's Office (1100):
1. Approval of the following personnel actions, effective 01/01/2015:

Action	Slot No.	Current Position Title	Current Budgeted Salary	Proposed Position Title	Proposed Budgeted Salary	Total Adjustment
Reclassify	0016	Information Technology Manager	$56,162.00	Information System Administrator	$61,022.00	$4,860.00
Reclassify	0243	Human Resources Specialist II	$34,135.00	Human Resources Supervisor	$40,135.00	$6,000.00
Delete Cloth. Allowance	0272	Administrative Assistant II	$500.00	Administrative Assistant II	-0-	($500.00)
Reclassify	0272	Administrative Assistant II	$32,029.00	Executive Assistant I	$37,029.00	$5,000.00
Delete	0415	Quality Assurance Inspector	$55,000.00	-	-0-	($55,000.00)
Create	0418	-	-	Communications Supervisor	$35,391.00	$35,391.00

2. Approval of revised salary schedule.

H. **AI -47699** Urban County Program (1288):
1. Approval of the following personnel actions, effective FY 2014 and FY 2015:

Action	Slot #	Position Title	Dept/Program	Actual/Proposed Budgeted Salary
Delete	0006	Clerk II	Urban County (Home) 250-002	$22,303.00
Delete	0028	Executive Assistant I	Urban County (CDBG) 250-001	$41,280.00
Create	0032	Assistant Deputy Director	Urban County (CDBG) 250-001	$63,583.00

2. Approval of revised salary schedules.

I. **AI -47701** Precinct #4 (1200):
1. Approval of the following personnel actions, effective FY 2014 and FY 2015:

Action	Slot#	Dept/Program	Position Title	Actual/Proposed Budgeted Salary
Delete	0027	Drainage Improvement Projects (124-036)	Truck Driver II	$30,503.00
Create	0035	Drainage Improvement Projects (124-036)	Truck Driver III	$30,503.00

2. Approval of revised salary schedules.

10. **District Attorney's Office - Roy Cazares:**

A. **AI -47645** HIDTA Chapter 59 Asset Forfeiture (1251):
1. Approval of 2015 HIDTA Chapter 59 Asset Forfeiture Fund Budget (1251).
2. Approval of appropriation of the HIDTA Chapter 59 Asset Forfeiture funds.

HIDTA US Treasury Asset Forfeiture (1252):
1. Approval of 2015 HIDTA US Treasury Asset Forfeiture Fund Budget (1252)
2. Approval of appropriation of the HIDTA US Treasury Asset Forfeiture funds.

HIDTA US Justice Asset Forfeiture (1254):
1. Approval of 2015 HIDTA US Justice Asset Forfeiture Fund Budget (1254).
2. Approval of appropriation of the HIDTA US Justice Asset Forfeiture funds.
3. Authorization and approval for the Hidalgo County HIDTA Task Force Investigators to be paid instead of banking extra-duty hours from January 1, 2015 - December 31, 2015.

HIDTA TASK FORCE (1291)/ HIDTA Chapter 59 Asset Forfeiture (1251):
1. Approval of personnel actions as listed on exhibit "A", effective 01/01/2015.
2. Approval of revised salary schedules.

B. **AI -47672** DA- State Supplement (1281):
1. Approval to create the following temporary part-time positions not to exceed six (6) months, effective 01/01/2015 to 6/30/2015:

Dept/Program	Slot#	Position Title	Budgeted Salary/ Rate of Pay
080-010	T016	Clerk I	$7,056.00 Annual / $10.10 Hrly
080-010	T017	Clerk I	$7,047.00 Annual / $10.10 Hrly
080-010	T018	Clerk I	$6,683.00 Annual / $10.10 Hrly

2.) Approval to waive posting procedures for the Clerk I position, slot T018.
3.) Approval of revised salary schedule.

C. **AI -47675** DA Bad Checks (1222):
1. Approval of 2015 DA's Office budget for fund 1222 DA-Bad Checks.
2. Approval of appropriation of the DA's Office 1222 DA-Bad Checks funds.

DA- Investigation HB 65 (1223):
1. Approval of 2015 DA's Office budget for fund 1223 DA-Investigation HB65.
2. Approval of appropriation of the DA's Office 1223 DA-Investigation HB65 funds.

DA Pre-Trial (1225):
1. Approval of 2015 DA's Office budget for fund 1225 DA-Pretrial.
2. Approval of appropriation of the DA's Office 1225 DA-Pretrial funds.

Crim DA (1100)/ DA Civil Litig. (1100)/ Bond Forfeit. (1100)/ DA-Bad Checks (1222)/ DA- Invest. HB 65 (1223)/ Pre-Trial (1225)/ Border Prosecut.- BPU (1281):
1. Approval of personnel actions as listed on exhibit "A", effective 01/01/2015.
2. Approval to authorize auto allowance to the following position(s)/ slot(s) and pay employees as follows:

Dep #/ Pgrm #	Slot #	Position Title	Budgeted (Auto) Allowance
Crim DA/ 080-002	0014	Assistant District Attorney IV	900.00

3. Approval to create the following temporary part- time position not to exceed six months (01/01/2015 to 06/30/2015)

Dep #/ Pgrm #	Slot #	Position Title	Budgeted Salary/ Rate of Pay

DA- Investig. HB 65/ (080-007)	T144	CLERK IV	$8,320.00 Annual/ $9.19 Hrly

5. Approval to waive posting procedures for the temporary part-time Clerk IV position, slot no. T144.
6. Approval of transfer(s).
7. Approval of 2015 revised salary schedules.

11. County Clerk's Office - Arturo Guajardo, Jr.:

A. AI -47663 REQUESTING APPROVAL OF 2015 ELECTED OFFICIAL BONDS:
Arturo Guajardo, Jr., County Clerk
Jose Eduardo Guerra, Sheriff
Atanacio "J.R." Gaitan, Constable Pct. 4
Joseph Palacios, Commissioner, Pct. 4
Homero, Jasso, Justice of the Peace, Pct. 4 Pl. 2
Rodolfo Gonzalez, Judge, County Court at Law No. 1
Arnoldo Cantu, Judge, County Court at Law No. 5
Albert Garcia, Judge, County Court at Law No. 6
Enrique Omar Maldonado, Judge, County Court at Law No. 8
Jaime J. Palacios, Judge, County Court at Law No. 2

12. Sheriff's Office:

A. AI -47618 Presentation for discussion, consideration, and approval to accept donation of one (1) Belgian Malinois K-9 to the Hidalgo County Sheriff's Office by the Department of Defense.

B. AI -47569 Sheriff's Office - LBSP FY15 (1284):
1. Authorization and approval to apply for the Local Border Security Program (LBSP) FY15 grant with Texas Homeland Security State Administrative Agency (THSSAA), Texas Department of Public Safety.
2. Authorization for County Judge, as authorized official, to sign required documents.

C. AI -47708 Investigation HB 65 (1227):
1. Approval of the 2015 Budget in the Sheriff's Investigation HB 65 (Fund 1227) in the amount of $542,465.06.

Federal Sharing U.S. Treasury (1228):
2. Approval of the 2015 Sheriff's Federal Sharing - U.S. Treasury (Fund 1228) in the amount of $438,602.75.

Federal Sharing - U.S. Justice (1229):
3. Approval of the 2015 Sheriff's Federal Sharing - U.S. Justice (Fund 1229) in the amount of $1,009,158.98.

13. Tax Office - Paul Villarreal:

A. AI -47807 Presentation of 2014 Hidalgo County Tax Roll

B. AI -47635 Presentation of Tax Assessor-Collector (Pablo "Paul"Villarreal, Jr. PCC) Continuing Education Transcript

C. AI -47637 Tax Office (1100):
Acceptance and approval for reimbursement on membership dues that were paid in advance by employee in order to attend the TAAO conference, in the amount of $90.00 payable to Edgar Jaramillo (Req 267973) with authority for the County Treasurer to issue check after review, audit and processing procedures and completed by the County Auditor.

14. Health & Human Services Department - Eddie Olivarez

A. **AI -47823** Approval of Agreement between the University of Texas Health Science Center at San Antonio and Hidalgo County

B. **AI -47383** 1. Requesting approval of the Certification of Revenue in the amount of $285,474.67 for the period of 01/01/2015 to 08/31/2015 from the TB/PC Fed Tuberculosis Prevention and Control grant contract #2015-001400-00.
2. Requesting approval of the budget appropriation in the amount of $285,474.67 from federal funds and in the amount of $57,095.00 from local match.

C. **AI -47617** Requesting approval to submit a request for additional grant funds for the Bioterrorism Discretionary program in an amount up to $9,287.56 with a local match requirement of up to $928.76.

D. **AI -47685** For clarification purposes of action taken by Commissioners' Court on 08/25/14, AI-46069 to include approval of request for Hidalgo County Treasurer to issue immediate check(s) after review and auditing procedures are completed by County Auditor, prior to services rendered pursuant to Architectural Barriers Administrative Rules 68.80(g) as attached hereto respectively issuance to Mr. Anthony Covacevich, Registered Accessibility Specialist, designated by Texas Department of Licensing and Regulation in order to permit the processing of necessary services in connection to the clinic renovations for compliance purposes and thus avoid penalties imposed by the State to the Hidalgo County Health & Human Services Department.

E. **AI -47700** Requesting approval of the Non-Disclosure Agreement between the University of Texas - Pan American and Hidalgo County Health & Human Services Department.

F. **AI -47614** Requesting approval for County Judge to sign sales form from CivicPlus. Form is to procure Custom Mobile App for Hidalgo County Health & Human Services Dept.

G. **Health Care Funding District:**

1. Discussion and/or action, including but not limited to Health Care Funding District and/or Expenditures

H. **Indigent Health Care Program:**

1. Discussion and/or action, including but not limited to Indigent Health Care Program and 1115 Waiver and/or Expenditures

2. **AI -47550** Discussion, consideration and approval to drawdown up to $20,405,319.52 (pending final approval from HHSC) for DY3 October DSRIP Payment from the Local Provider Participation Fund (LPPF).

15. **Fire Marshal's Office - Juan Martinez:**

A. **AI -47678** Approval to pay and reimburse Fire Inspector, Kyle Pulley, for psychological exam in the amount of $200.00 (requisition #00267944) with authority for county treasurer to issue payment after reviewing and auditing procedures are completed.

16. **IT Department - Renan Ramirez**

A. **AI -47402** Requesting approval of the following claim/invoices with the authority for the County Treasurer to issue payment/check after review, audit and processing procedures are completed by the County Auditor as follows:
AT&T Billing:
Outstanding Balance as of 10/23/2014 $102,148.87

B. **AI -47772** COMMISSIONER PCT. 1

Authorization and approval to change wireless cell phone service plan through the County's membership/participation with CONTRACT: DIR-SDD-1779 for VERIZON WIRELESS for the following:

Description:	User:	Service Plan:	MDN:
Service Plan Change	Office Use	America's Choice II 400 Share Unl IN & N&W @ $29.99 + $5.00 taxes/fees = $34.99/month	956-587-2185

17. **Urban County - Diana Serna:**

A. **AI -47778** The Urban County Program on behalf of the City of Weslaco is requesting approval and award of best and final negotiated contract with LeFEVRE Engineering & Consulting, LLC in the amount of $75,980.58 utilizing CDBG FY's 24, 25 & 26 (2011, 2012 & 2013) Water/Sewer Improvement funds.

B. **AI -47599** Urban County Program is requesting approval of **Amendment No. 3** to the existing material & Geotechnical testing services contract with Raba Kistner Consultants. The amendment will provide for additional soil samples within the areas where sloughing conditions have been observed. Raba Kistner Consultants will conduct laboratory double hydrometers and dispersivity tests in general accordance with applicable American Society for Testing and Material (ASTM) standards. Funds from the General Land Office (GLO) Contract No. 12-406-000-6453/DRS210068, Pct. 2 South Fork Drain Project will be utilized. The amendment will **increase** the professional service contract amount from $63,476.98 to $66,759.98 for a total **increase** of **$3,283.00**

C. **AI -47801** Requesting authority to correct the name of the professional engineering service firm awarded an engineering service contract for the City of Elsa (AI-46872) on 10/28/2014 from International Consulting Engineers to Jimenez Engineering Solutions, LLC d/b/a International Consulting Engineers, Inc.

D. **AI -47796** Requesting approval of a budget and program amendment for the **City of Alamo** Urban County Program **FY's 24 & 25 (2011 & 2012) work plans.** The amendment will add funding ($41,795.76) for the new water distribution system.

E. **AI -47798** The Urban County Program is requesting a **waiver** to the CDBG Policy regarding the forfeiture of funds for program year 2014-2015 and requests that the Court allow the forfeited funds to remain in each City's workplan rather than reprogramming the funds to the Precinct in which the City is located as outlined in the CDBG policy.

18. **Head Start Program - Teresa Flores:**

A. **AI -47661** Presentation for Discussion, Consideration and Approval of a Two Year Interlocal Agreement for the Lease of Premises between the McAllen Independent School District and Hidalgo County Head Start Program

B. **AI -47631** Discussion, Approval of Appointment of One (1) Community Representative by Each Member of the Commissioners' Court to Serve on the Hidalgo County Head Start Program Policy Council, for a One (1) Year According to 45CFR Chapter XIII, 1304.50(b)(7) Beginning October 2014 - Pending Appointment of Community Representative: Commissioner Joseph Palacios, Precinct 4

19. **Planning Department - Raul Sesin:**

A. **AI -47735** 1. Preliminary Approval
a. Lot 1A & 1B Re-plat of Lot 1 Alcantar Pedroza – Pct. 3 (Javier Alcantar)

2. Final Approval
a. Ortiz & Resendez Subdivision – Pct. 4 (Javier Ortiz & Orlando Resendez)
b. Cardinal Island Subdivision – Pct. 1 (Moreno Family Limited Partnership)
c. Vista Ridge Acres Phase V – Pct. 1 (Jack McClelland)

3. Final Approval with Financial Guarantee

b. San Marcos Subdivision – Pct. 4 (Richard Scurlock)

20. **Precinct #1 - Comm. Cuellar:**

A. **AI -47773** Resolution and plaque in honor of Precinct #2 Commissioner Hector "Tito" Palacios

21. **Precinct #2 - Comm. H. Palacios:**

A. **AI -47802** Resolution honoring Ricardo Cuellar on his retirement.

22. **Precinct #3 - Comm. Flores:**

A. **AI -47683** Approval of amendment to Interlocal Cooperation Agreement among the City of Sullivan and Hidalgo County.

B. **AI -47698** Requesting approval to process the following invoices as claims with authority for County Treasurer to issue payment after review, audit, and processing procedures are completed by County Auditor.

Vendor	Invoice #	Date	Amount
Safety-Kleen	62867780	02-04-2014	$136.05
Safety-Kleen	63129572	03-19-2014	$136.05
Safety-Kleen	64311942	07-14-2014	$136.05
Safety-Kleen	OC370851	08-12-2014	$25.00
McCoy's	8928471	09-18-2014	$3.47
SOS Technologies	7722		$240.00

23. **Budget & Management - Sergio Cruz:**

A. **AI -47656** 2015 Budget Process:
1. Designate the Budget Officer, subject to conditions and directions provided by Commissioners' Court, to transfer amounts from certain budgeted items to other budgeted items as per Texas Local Government Code Section 111.070(c)(2).
2. Designate the General Fund, Special Revenue Funds, and Enterprise Funds as the salary fund for their respective accounts as per Texas Local Government Code Section 154.042.

B. **AI -47740** Report and approval of emergency transfers for the period of January through December 2014.

C. **AI -47669** Discussion, consideration and approval of all personnel actions approved after September 30, 2014 (2015 Budget Adoption date) as listed below, to be effective 01/01/2015:

1. Child Protective Court (1100): Approval of the following personnel action(s) as previously approved by CC on 9/30/2014 (refer to agenda item no. 46744):

Action	Dept/Program	Slot No.	Position Title	Budgeted Salary
DELETE	055-001	0002	Administrative Assistant III	$32,769.00

2. Tax Office (1100): Approval of the following personnel action(s) as previously approved by CC on 9/30/2014 and 11/10/2014 (refer to agenda no. 46662 and 47248):

Action	Slot No.	Position Title	Current Budgeted Salary/Allowance	Proposed Budgeted Salary/Allowance
DELETE	0015	Accountant III	$47,703.00	-0-
DELETE	0023	Deputy Clerk II	$36,020.00 (Salary) $750.00 (Auto Allowance)	-0-
DELETE	0014	Accountant III	$44,583.00	-0-

DELETE	0038	Bookkeeper I	$31,045.00	-0-
DELETE	0096	Deputy Clerk I	$26,014.00	-0-
DELETE	0106	Deputy Clerk I	$26,173.00	-0-
DELETE	0154	Clerk II	$21,008.00	-0-
CREATE	0160	Accountant IV	-0-	$52,002.00 (Salary) $1,500.00 (Auto Allowance)
CREATE	0161	Administrative Assistant III	-0-	$30,000.00
CREATE	0162	Accountant II	-0-	$36,000.00
CREATE	0163	Deputy Clerk II	-0-	$30,000.00
CREATE	0164	Deputy Clerk II	-0-	$30,000.00
CREATE	0165	Administrative Assistant III	-0-	$30,000.00
CREATE	0166	Data Entry Clerk II	-0-	$21,906.00
INCREASE AUTO ALLOWANCE	0072	Inventory Specialist I	$2,250.00 (Auto Allowance)	$4,721.00 (Auto Allowance)

3. Precinct #4 - Drainage Improvement Project (1200): Approval of the following personnel action(s) as previously approved by CC on 10/14/2014 (refer to agenda item no. 46663):

Action	Dept/Program	Slot No.	Position Title	Actual/Proposed Budgeted Salary
DELETE	124-036	0033	Maintenance V	$30,503.00
CREATE	124-036	0034	Heavy Equipment Operator II	$30,503.00

4. DWI Court Grant (1289)/Re-Entry Court Grant (1289)/DA's (1100)/Public Defender (1100): Approval of the following personnel action(s) as previously approved by CC on 10/14/2014 and 11/18/2014 (refer to agenda item no. 46800 and 47416):

Action	Department	Slot No.	Employee No.	Position Title	Current Allowance Amount	Proposed Allowance Amount
DECREASE Supplemental Allowance	Crim. DA (1100)	0026	127531	Assistant D.A. IV	$9,837.00	$9,814.00
AUTHORIZE Supplemental Allowance	Public Defender (1100)	0003	120227	Chief Public Defender	-0-	$9,844.00

5. Sheriff's Office (1100): Approval of the following personnel action(s) as previously approved by CC on 10/28/2014 (refer to agenda item no. 47002):

Action	Slot No.	Position Title	Budgeted Allowance Amount
DELETE Clothing Allowance	0049	(Sr) Deputy Sheriff (Step III)	$500.00
ADD Clothing Allowance	0011	Lieutenant (Step III)	$500.00
ADD Clothing Allowance	0015	Lieutenant (Step II)	$500.00
ADD Clothing Allowance	0400	Sergeant (Step III)	$500.00

6. Precinct #2 Administration/CW Mechanic Shop (1200): Approval of the following position title changes as previously approved by CC on 12/02/2014 (refer to agenda item no. 47597):

Action	Program	Slot No.	Current Position Title	Proposed Position Title
TITLE CHANGE	CW Mech Shop	0010	Mechanic IV	Mechanic V

TITLE CHANGE	CW Mech Shop	0002	Mechanic III	Mechanic IV
TITLE CHANGE	Administration	0010	Clerk/Receptionist	Clerk III
TITLE CHANGE	Administration	0011	Office Clerk	Clerk III

7. Precinct #2 Parks (1100)/CW Mechanic Shop (1200)/Administration (1200)/Rd Maintenance (1200): Approval of the following personnel actions as previously approved by CC on 12/02/2014 (refer to agenda item no. 47587 and 47596):

Action	Program	Slot No.	Position Title	Current Budgeted Salary
DELETE	Parks	0010	Maintenance I	$22,954.00
DELETE	CW Mech Shop	0003	Mechanic III	$32,131.00
DELETE	Administration	0015	Accounts Payable Specialist II	$32,769.00
DELETE	Rd Maintenance	0042	Maintenance I	$23,674.00
DELETE	Rd Maintenance	0044	Traf SA/SP I	$23,015.00
DELETE	Rd Maintenance	0071	Maintenance I	$23,384.00
DELETE	Rd Maintenance	0073	Maintenance I	$23,384.00
CREATE	Parks	0037	Heavy Equipment Operator I	$29,656.00
CREATE	CW Mech Shop	0011	Truck Driver III	$34,589.00
CREATE	CW Mech Shop	0012	Mechanic III	$37,359.00
CREATE	Administration	0020	Executive Assistant IV	$70,748.00
CREATE	Administration	0021	Accounts Payable Specialist III	$37,869.00
CREATE	Administration	0022	Clerk III	$28,745.00

8. DA- Border Prosecution Unit Grant (BPU) (1281): Approval of the following personnel actions as previously approved by CC on 9/30/2014 (refer to agenda item no. 46602):

Action	Slot No.	Dept/Program	Position Title	Current Salary/Allowance	Proposed Salary/Allowance
Salary Adjustment (decrease)	0001	080-012	Asst. District Atty III	$79,000.00	$77,920.00
Auto Allowance (remove)				$900.00	-0-
Salary Adjustment (decrease)	0004	080-012	Asst. District Atty IV	$78,000.00	$76,420.00

9. WIC ADM (1292): Approval of the following personnel actions as previously approved by CC on 11/10/2014 (refer to agenda item no. 47207):

Action	Position Title	Slot No.	Dept No.	Current/Proposed Budgeted Salary
DELETE	LVN II	0036	350-001	$41,280.00
CREATE	Clinic Manager	0250	350-001	$44,583.00

10. Executive Office (1100): Approval to correct the salary and authorize allowance for the following positions, as previously approved by CC on 12/02/2014 (refer to agenda item no. 47595), effective 12/02/14 to 12/31/14 and FY 2015:

Action	Position Title	Slot No.	Current Budgeted Salary/Allowance	Proposed Budgeted Salary/Allowance

CREATE	County Operations Administrator	0019	$86,888.00	$86,888.00
CREATE	County Operations Administrator	0020	$91,888.00	$86,888.00
ADD ALLOWANCE	County Operations Administrator	0020	-0-	$5,000.00

11. Approval of transfer(s).
12. Approval of revised salary schedule(s).

D. **AI -47822** 1. Discussion, consideration and approval of positions not included in the 2015 Adopted Salary Schedule as listed below, to be effective 01/01/2015:

a. WIC ADM Grant (1292):
Approval of the following personnel action(s), as previously approved by CC on 9/23/2014 (refer to agenda item no. 46359):

Action	Slot No.	Position Title	Current/Proposed Budgeted Salary
DELETE	0018	Nutritionist I	$41,280.00
DELETE	0058	Clerk V	$35,391.00
DELETE	0094	Courier	$27,881.00
DELETE	0122	Clerk II	$23,864.00
DELETE	0128	Clerk II	$23,864.00
DELETE	0133	Clerk I	$21,008.00
DELETE	0150	Clerk I	$21,008.00
DELETE	0153	Clerk I	$21,008.00
DELETE	0154	Clerk II	$23,083.00
DELETE	0157	Clinic Aide II	$23,083.00
DELETE	0173	Clerk I	$21,008.00
DELETE	0190	Custodian I	$23,807.00
DELETE	0218	Nutritionist I	$41,280.00
CREATE	0248	Clinic Manager	$44,583.00
CREATE	0249	Clinic Manager	$44,583.00

b. TX Agrilife Ext (1100):
Approval of the following personnel actions, effective 1/1/2015:

Action	Slot No.	Adopted Budgeted Allowance	Proposed Budgeted Allowance
Authorize Supplemental Pay Allowance	A008	-0-	$20,475.00
Authorize Supplemental Pay Allowance	A010	-0-	$17,195.00

2. Approval of transfer.
3. Approval of revised salary schedule(s).

E. **AI -47806** 1. Discussion, consideration and approval of Resolution authorizing County staff, in cooperation with the County's financial advisor, Estrada Hinojosa & Company, Inc., to submit one or more applications to the State Infrastructure Bank in an effort to obtain funding for certain road improvements.

2. Discussion, consideration and approval to submit the following Applications for Financial Assistance to TxDOT's State Infrastructure Bank (SIB), with authority for County Judge to sign the same:

a. Application for Financial Assistance in the amount of $2,561,468 for Liberty Boulavard (from Mile 4 to FM 2221) CSJ: 0921-02-322
b. Application for Financial Assistance in the amount of $2,415,305 for 10th Street (from SH 107 to FM 1925) CSJ: 0921-02-300
c. Application for Financial Assistance in the amount of $1,266,465 for FM 2220 (from FM 1924 to Mile 5 North) CSJ: 2094-01-038
d. Application for Financial Assistance in the amount of $3,544,000 for Mile 6 West (from Mile 9N to Mile 11N) CSJ: 0921-02-286

F. **AI -47619** 1. Approval of amendment to Appendix A of the Financial Advisory Services contract.
2. Approval of third party invoices and fixed costs and expenses for the bond sales dated November 18, 2014.

G. **AI -47612** New Courthouse (1100):
Approval to designate the amount of $4,041,000.00 in the year 2014 for the design, construction and other expenditures related to the construction of the New County Courthouse.

H. **AI -47615** Human Services - 1115 Waiver DSRIP (1100):
Approval to designate the amount of $4,003,115.63 in the year 2014 for expenditures related to the 1115 Waiver Program.

I. **AI -47476** TxDOT-Precinct No.1 (1315):
Approval to issue check payable to Texas Department of Transportation Trust Fund in the amount of $7,100.00 for additional direct costs related to engineering for the Mile 6 West road project. Limits are from Mile 9 to Mile 11 (CSJ# 0921-02-168).

J. **AI -47721** Precinct No.2 TxDOT:
Approval to issue check payable to Texas Department of Transportation Trust Fund in the amount of $2,500.00 to cover additional engineering direct state costs for associated with CR 653 (Las Milpas Road) over South Floodway Channel project and with the County Treasurer to issue check after review and processing procedures are completed by the County Auditor. (CSJ:0921-02-252)

K. **AI -47704** Precinct No.4 TxDOT:
1. Approval of Advanced Funding Agreement (AFA) between Hidalgo County and Texas Department of Transportation for FM1925 from FM907 to Sharp Road - (CSJ:1803-02-035) and with authority for County Judge to sign all appropriate documentation.

2. Approval of Advanced Funding Agreement (AFA) between Hidalgo County and Texas Department of Transportation for 10th Street Extension from SH107 to FM1925 - (CSJ: 0921-02-300) and with authority for County Judge to sign all appropriate documentation.

3. Approval to issue check payable to Texas Department of Transportation Trust Fund in the amount of $150,800.00 to cover County's estimated share of preliminary engineering and Right of Way Direct State Costs associated with 10th Street Extension project and with the County Treasurer to issue check after review and processing procedures are completed by the County Auditor.

L. **AI -47624** Co. Wide Adm (1100):
Approval of 2014 interdepartmental transfer from Jail Landmark to Co. Wide Adm. - Contingency in the amount of $680,888.02.

M. **AI -47714** Authorization for the Light Audit and Analysis with vendor (Enviro-lite solutions) through the County's participation/membership with TASB/Buyboard for countywide buildings.

N. **AI -47471** Discussion, consideration and approval to abate the Urban County prior years accounts receivable in the amount of $33,759.98.

O. **Budget Appropriations:**

1. **AI -47648** A. CO2014 (1345)
1. Approval of 2014 appropriation of funds in the amount of $273,746.05 to fund the issuance costs and fiscal agent's fees.
2. Approval of 2014 appropriation of funds in the amount of $7,000,000.00 to fund the renovations to the Adult Detention Center and the Law Enforcement Center.
3. Approval of 2014 appropriation of funds in the amount of $510,000.00 to fund the purchase of heavy equipment for Precinct No 1.

B. Refunding Bonds 2014C (1446)
Approval of 2014 appropriation of funds in the amount of $307,463.05 to fund issuance costs and fiscal agent's fees.

C. Tax Notes 2014 (1304)
Approval of 2014 appropriation of funds in the amount of $103,012.85 to fund issuance costs and fiscal agent's fees.

2. **AI -47621** LPPF-1115 Waiver UC (1258):
1. Approval of Certification of Revenue as certified by the County Auditor in relation to revenue from the assessment of mandatory payments from the respective hospitals for the Health Care Funding District.
2. Approval of 2014 appropriation of funds in the amount of $20,405,319.52 for the LPPF-1115 Waiver.

3. **AI -47662** County Clerk's Records Management & Preservation (1237):
Approval of 2014 appropriation of funds in the amount of $408,780.00 for the preservation of books.

24. **Purchasing Department - Marty Salazar:**
Notes:
A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. **Hidalgo County**

1. **AI -47608** **Hidalgo County:**
Action to amend regular AI-42568 (CC 1/21/14) for vehicle maintenance and repair services for county-owned vehicles, regular/heavy equipment, machinery parts & repairs from the vendors identified and detailed on attached list through the established and approved procedures for the requisition and purchase order process.

2. **AI -47560** Presentation for discussion, consideration, and approval to enter into an Interlocal Cooperation Agreement between Hidalgo County and the City of Edinburg for “The Disposal of Non-Hazardous Solid Waste.”

3. **AI -47483** a) Approval of a Sole Source Declaration for "Mary Ann Peralez dba Breath Test Services" for the provision of breath alcohol testing services to Hidalgo County's Alcohol Breath Test Program Services and will remain in effect unless revoked by Hidalgo County Commissioners Court;

b) Authority to enter into with approval of a Service Contract with Mary Ann Peralez dba Breath Test Services as approved by legal pursuant to action taken on line a with effective date to be as of March 6, 2015 inasmuch as current contract will expire on March 5, 2015.

B. **County Judge's Office**

1. **AI -47815** Requesting approval of Exhibit A (Requirements) & Exhibit B (Evaluation Criteria) for Professional Energy Consulting Services Project authorized for publication/advertising by HCCC 10/28/14.

C. Pct. 1

1. **AI -47575** Presentation of sole bid received as detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of award and approval of contract for Request for Bid titled: Hidalgo County Precinct No. 1 -
"Disposal of Solid Waste Received at Pct 1- Citizens Collection Station to Transfer" through project No.: 2014-374-11-19-SGS

2. **AI -47547** Approval of Purchase for Pct. #1:
One (1) New 2015 Peterbilt 348 Series Dump Truck with standard equipment including additional equipment/options with a total of $121,449.00 through the County's membership/participation with (TASB)-Buyboard awarded vendor Rush Truck Center w/contract #430-13 which includes delivery, fee's and any other appurtenances as may be needed for project #14-417-OGG.

D. Pct. 2

1. **AI -47610** Approve payment of Invoice #20142148 in the amount of $103,994.40 submitted for professional services rendered by TEDSI Infrastructure Group, under contract C-12-119-07-31 (WA# 3) in connection with Pct. 2 Dicker Road Project.

2. **AI -47654** A. Acceptance and approval of Certificate of Completion for the Precinct No. 2 Gonzalez-Zamora Subdivision Solar Lighting Project as certified by project engineer, Raul Sesin, P.E.;

B. Requesting approval for Final Payment Application No. 13933 in the amount of $170,169.70 from Facility Solutions Group, awarded vendor through the Hidalgo County's Participation/membership with TASB/Buyboard cooperative purchasing program, as certified for payment by project engineer, Raul Sesin, P.E.

E. Health & Human Services Dept.

1. **AI -47429** Presentation of the responsible vendor (Clarke Mosquito Control Chemicals, Inc.) submitting the lowest and best bid (as detailed in tabulation sheet contained herein) and meeting all specifications and/or requirements for the purpose of award and approval of contract (but in no event to exceed the statutory procurement threshold of $50K) under the Request for Sealed Quotes titled: Hidalgo County Health & Human Services Department- "Mosquito Control Chemical" through project No.: 2014-347-10-31-SGS.

2. **AI -47626** Acceptance and approval of the final negotiated contract with Network Sciences, Inc., (ranked #1 by CC 11/10/2014) for RFP 2014-276-10-15-YZV-"Indigent Health Care Computer Software"

F. Facilities Management:

1. **AI -47732** A. Acceptance and approval to award proposal received in the amount of $5,288.39 from Herrera and Hunt, Inc., awarded Job Order Contractor through County's participation with HCDE-Choice Facility Partners JOC contract No. JOC-09-040JC-07, for the project: Hidalgo County -"Additional Roof Drain Repairs for the Old Administration Building". (2014-269C-MSS).

B. Due to urgent need and to avoid work stoppage for the Renovations at the Old Administration Building, requesting ratification of issuance of the Purchase Order #714344 for a proposal received from JOC Awarded contractor, Herrera & Hunt through County's Participation with HCDE -Choice Facility Partners JOC Contract No. JOC-09-040JC-07, in the amount of $13,277.05 for "The Installation of two roof drains".

G. Budget & Management

1. AI -47688 Requesting approval of Contract # C-14-123-12-16 with Palm Valley Animal Center Sole Source vendor (approved by HCCC in 02/2011) for "Hidalgo County - Impoundment and Quarantine of Small Animals" effective January 01, 2015 through December 31, 2017 with terms, rates and conditions as stated in proposal and made part of the agreement by reference.

H. Colonia Access Program Pct. 1

1. AI -47465 Acceptance and approval to execute a Professional Engineer contract/agreement for the provision of general engineering services for Pct No. 1 for Border Colonia Round III with Le Fevre Engineering & Management Consulting, Inc. as authorized and approved for negotiations by CC on 10/28/14.

I. Colonia Access Program Pct. 3

1. AI -47693 Presentation for discussion, consideration, acceptance and approval of Supplemental Agreement No. 2 for Border Colonia Access Program Engineering Services contract for Precinct No. 3 with Javier Hinojosa Engineering C-CAP-08-030A-10-28 to replace the existing Exhibit "C" (Project Schedule) with AMENDED Exhibit "C" (Project Schedule).

2. AI -47469 ENGINEERING SERVICES:
A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;

B. Presentation of scoring grid (for purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of Engineering Services in connection with Havana Lomas #4 and Havana Lomas #5 , Pct 3 Round 3 BCAP Subdivisions;

Scores	Javier Hinojosa Engineering	SAMES Inc.	Izaguirre Engineering Group, LLC
Evaluator 1	98	90	87
RANKING			

*Scoring & Evaluation was completed by Pct. No.3

C. Authority for the Purchasing Department to negotiate a professional (Engineering Services) contract with the No. 1 ranked firm of _____for the provision of professional engineering services for Havana Lomas #4 and Havana Lomas #5, Pct 3 Round 3 BCAP Projects.

MATERIAL TESTING:
A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;

B. Presentation of scoring grid (for purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of Construction Material Testing in connection with Havana Lomas #4 and Havana Lomas #5, Pct 3 Round 3 BCAP Projects;

Scores	L & G Engineering	PSI Inc.	Izaguirre Engineering Group, Inc.
Evaluator 1	98	91	88
RANKING			

*Scoring & Evaluation was completed by Pct. No.3

C. Authority for the Purchasing Department to negotiate a professional (Construction Material Testing) contract with the No. 1 ranked firm of _____ for the provision of construction material testing services Havana Lomas #4 and Havana Lomas #5, Pct 3 Round 3 BCAP Projects.

J. **Juvenile Probation**

1. **AI -47824** Acceptance and approval to award job order contractor, Herrera & Hunt (awarded JOC through HCDE-Choice Facility Partners Contract #09-040JC-07) in the amount of $63,852.85 for repairs and replacement to existing security fencing inside Juvenile Detention Center located at 1711 N. Bridge St in Weslaco, Tx -Project #2014-423-OGG.

K. **Co. Wide**

1. **AI -47605** Requesting Authority to advertise and approval of qualifications, requirements, and scope of services as attached hereto for: "Hidalgo County Pool of Professional Services" for the following:
A. Architectural Services (RFQ No. 2015-005-01-28-YSS)
B. Engineering Services (RFQ No. 2015-006-01-28-YZV)
C. Engineering Services Geotechnical & Construction Material Testing (RFQ No. 2015-007-01-28-SMA)
D. Construction Management Services (RFQ No. 2015-008-01-28-MSS)
E. Appraisal Services (RFQ No. 2015-009-01-28-SGS)
F. Surveying Services (RFQ No. 2015-010-01-28-MEG)
for selection on an "as needed basis" (through a grading/scoring, ranking, negotiation protocol-as established by CC) per project by Hidalgo County Commissioners Court, Precincts, all County Departments and/or applicable Programs or Agencies requiring said services effective March 16, 2015 through March 15, 2016.

25. **Closed Session:**
Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

A. Real Estate Acquisition

B. Pending and/or potential litigation

C. **AI -47718** Pending/potential litigation:
The South 5.0 acres of the North 20.0 acres of Lot 45-2, WEST ADDITION TO SHARYLAND, Hidalgo County, Texas, according to the map recorded in Volume 1, Page 56, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

D. **AI -47805** Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Bearcats

E. **AI -47660** Cause No. D-1-GN-14-004597; Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation, and Dearborn National Life Insurance Company v. The Honorable Greg Abbott, Attorney General of Texas, and Hidalgo County, Texas

F. **AI -47690** C-2749-13-G; Leihliana Ruelas and Deyanira Ruelas v. Hidalgo County Sheriff Department and Gilbert Flores

G. **AI -47792** Cause No. CL-13-1855-A; Alberto Martinez vs. Hidalgo County

H. **AI -47794** CL-13-0827-F; Jose Alaniz and Rosalinda Alaniz v. County of Hidalgo

I. **AI -47766** Claim of Frida Partners LLC

J. **AI -47789** Claim of AT&T

26. **Open Session:**

A. Real Estate Acquisition and appropriation for same

B. Pending and/or potential litigation

C. **AI -47720** Pending/potential litigation:
The South 5.0 acres of the North 20.0 acres of Lot 45-2, WEST ADDITION TO SHARYLAND, Hidalgo County, Texas, according to the map recorded in Volume 1, Page 56, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

D. **AI -47791** Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Bearcats

E. **AI -47659** Cause No. D-1-GN-14-004597; Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation, and Dearborn National Life Insurance Company v. The Honorable Greg Abbott, Attorney General of Texas, and Hidalgo County, Texas

F. **AI -47691** C-2749-13-G; Leihliana Ruelas and Deyanira Ruelas v. Hidalgo County Sheriff Department and Gilbert Flores

G. **AI -47793** Cause No. CL-13-1855-A; Alberto Martinez vs. Hidalgo County

H. **AI -47795** CL-13-0827-F; Jose Alaniz and Rosalinda Alaniz v. County of Hidalgo

I. **AI -47767** Claim of Frida Partners LLC

J. **AI -47790** Claim of AT&T

27. **Closed Session:**
Commissioners' Court may reconvene into Closed Session for the discussion regarding the agenda items listed

28. **Open Session:**
Commissioners' Court may reconvene into Open Session for the discussion regarding the agenda items listed

29. **Adjourn**

AI -47387 **County Judge's Office** **6. A.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Erika Reyna, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Presentation by ARISE Voces del Pueblo Community Committee recognizing Commissioner Hector "Tito" Palacios for his contributions to Hidalgo County.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/13/2014 04:28 PM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Erika Reyna		Started On: 11/13/2014 12:30 PM
Final Approval Date: 12/12/2014		

AI -47836 **County Judge's Office** **6. B.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Erika Reyna, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Recognition of the 2014 Santa's Helpers Toy Drive Committee and Chief Elves for providing gifts to 2,828 children in 38 Head Start Centers in Hidalgo County.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/12/2014 05:16 PM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Erika Reyna		Started On: 12/12/2014 05:01 PM
Final Approval Date: 12/12/2014		

AI -47785 **County Judge's Office** **6. C.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted For: Michael Leo, COUNTY JUDGE **Submitted By:** Irma Saenz, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

1.) Report from the Rio South Texas Economic Council
2.) Discussion and approval of the service agreement for Rio South Texas Economic Council pursuant to LGC Sec. 381.004
3.) Approval of 2015 Membership Dues for the Rio South Texas Economic Council in the amount of $17,500.00 with authority for County Treasurer to issue payment after review and auditing procedures are completed by County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-413-30-125-004-0-810

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

BUDGETARY IMPACT:

Available balance as of 12-12-14 $18,427.22

Attachments

Bylaws (as amended 1-19-12)
Invoice
W9
revised agree

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/12/2014 04:02 PM
Manuel Chapa	Manuel Chapa	12/12/2014 04:59 PM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Irma Saenz		Started On: 12/11/2014 03:06 PM
Final Approval Date: 12/12/2014		

BYLAWS
(as amended)
OF
RIO SOUTH TEXAS ECONOMIC COUNCIL

These Bylaws (referred to as the Bylaws) govern the affairs of the Rio South Texas Economic Council, a nonprofit corporation (referred to as the Council) organized under the Texas Non-Profit Corporation Act (referred to as the Act).

Mission

Our mission is to successfully promote the economic expansion and diversification of communities in the Rio South Texas region.

Objectives

Business Climate-To promote a business and governmental climate that is conducive to successful economic development.

Education-To improve education and training for the purpose of strengthening community economic development efforts.

Marketing- To engage in marketing activities for the purpose of generating opportunities that will result in economic expansion & diversification.

Networking-To provide opportunities for sharing knowledge and experience, and the development of professional relationships.

ARTICLE 1

OFFICE

Principal Office

1.01 The Principal office of the Council in the State of Texas shall be located at 900 E. Lakeview Drive, McAllen, TX 78501. The Council may have such other offices, either in Texas or elsewhere, as the Board of Directors may determine. The Board of Directors may change the location of any offices of the Council.

Registered Office and Registered Agent

1.02 The Council shall comply with the requirements of the Act and maintain a registered office and registered agent in Texas. The registered office may, but need not, be identical with the Council's principal office in Texas. The Board of Directors may change the registered office and the registered agent as provided.

ARTICLE 2

MEMBERS

Classes of Members

2.01 There shall be three classes of membership: Foundation membership is available to counties, cities and/or local economic development corporations; Institutional membership is reserved for chambers of commerce, education institutions and councils of government; and Organizational membership is available to those entities or individuals having a vested interest in the economic vitality of the region but not eligible for Foundation or Institutional membership. The Council Board of Directors shall establish the responsibilities and financial commitment for each category.

Admission of Members and Renewal of Membership

2.02 Natural persons, associations, corporations, businesses, partnerships, cooperatives, government entities and estates having an interest in, and who are in agreement with, the general purposes and objectives of the Corporation may be admitted to membership in the Council. Each member which is a corporation, partnership, foundation, or any entity except a person shall have the right to designate one person to represent the member. The Board of Directors may adopt and amend application procedures and qualifications for membership in the Council. The Board of Directors will accept applications and make recommendations to the membership. An affirmative vote of the majority of the members, present and voting shall be required for admission of any applicant who meets the membership qualifications then in effect. A member may renew membership by paying all required fees and dues. Applications for membership shall be in writing on Council application forms, and signed by the applicant. . Applications for membership will be acted upon in a timely manner. If for any reason, the application for membership isn't acted upon by the membership and Board of Directors within thirty (30) days of receipt by the Council, then application shall be deemed approved, effective on the thirtieth (30^{th}) day from receipt.

Membership Fees and Dues

2.03 The Board of Directors may set and change the amount of the annual dues payable to the Council by members of each category. Dues shall be payable on or before December 1 of each year. Members in default will receive written notice by registered or certified mail, return receipt requested, and will then have thirty (30) days from receipt of letter to submit membership fees and dues to the Council. Failure to meet this guideline will result in termination of membership. The dues for a new member's first year shall be prorated from the first day of the month in which the member is admitted to membership through the end of the fiscal year.

Term of Membership Agreement/Withdrawals

2.04 Memberships are renewed annually by payment of annual membership dues. Any member may withdraw, through written notice, from the Council at any time without refund of dues paid to date.

Reimbursement

2.05 Members of the Council should not expect to be reimbursed for Council-related expenses.

Voting Rights

2.06 Each member, in good standing, shall be entitled to one vote on each matter submitted to a vote of the members. A member in good standing is one who has paid all required fees and dues as of the date of meeting.

Termination of Members

2.07 The Board of Directors, by a two-thirds vote of all directors, may remove a member from the Council, with or without cause.

Resignation

2.08 A member's resignation shall not relieve the member of any obligations to pay any dues, assessments, or other charges that had accrued and were unpaid prior to the effective date of the resignation.

ARTICLE3

MEETINGS OF MEMBERS

Annual Meeting of Members

3.01 Beginning in 2010, the Board of Directors shall hold an annual meeting of the members during the second week of January each year or at another time that the Board of Directors designates. The time and place shall be fixed by the Board of Directors and the notice thereof sent by mail, fax, or electronic mail to each member at least ten (10) days before said meeting. At the annual meeting, the Board shall elect directors, make an annual progress report, review the annual financial report and transact any other business that may come before the meeting. If, in any year, the election of directors is not held on the day designated for the annual meeting, or at any adjournment of the annual meeting, the Board of Directors shall call a special meeting of the members as soon thereafter as possible to conduct the election of directors.

Regular Meetings of Members

3.02 The Board of Directors may provide for regular meetings of the members, at least quarterly, stating the time and place of such meetings, and may be called by the Chairman of the Board of Directors. Notice and purpose of the meeting shall be given to each member no less than three (3) days prior to each meeting.

Special Meetings of Members

3.03 Special meetings of the membership may be called by the Chairman, the Board of Directors, or not less than one-third (113) of the voting members. Notice, purpose and the place of the meeting shall be given to each member no less than ten (10) days prior to each meeting.

Place of Meetings of Members

3.04 The Board of Directors may designate any place, either within or without the State of Texas, as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. If the Board of Directors does not designate the place of the meeting, the meeting shall be held at the registered office of the Council in Texas.

Notice of Meetings of Members

3.05 Written or printed notice of any meeting of the members shall be delivered to each member entitled to vote at the meeting. The notice shall state the place, day, and time of the meeting, who called the meeting, and the general purpose or purposes for which the meeting is called. Notice shall be given by or at the direction of the Chairman or Secretary of the Council, or the officers or persons calling the meeting.

Proxies

3.06 Any member may vote in person or by proxy executed in writing by such member. Each proxy shall be revocable unless expressly provided therein to be irrevocable or unless otherwise made irrevocable by law.

Quorum of Members

3.07 One-third (l/3) of the voting membership in person or by proxy shall constitute a quorum. The members present at a duly called or held meeting at which a quorum is present may continue to deliberate even if enough members leave the meeting so that less than a quorum remains. However, no action may be approved without the vote of at least the number of members required to constitute a quorum. If a quorum is not present during a meeting, a majority of the members present may adjourn and reconvene the meeting one time without further notice.

Procedures

3.08 The procedures of any Member or Board of Directors meeting shall be guided by Roberts Rules of Order Newly Revised (10^{1}_{h} Edition).

ARTICLE4

BOARD OF DIRECTORS

Management of the Council

4.01 The affairs of the Council shall be managed by the Board of Directors.

4.02 The Board of Directors may contract, employ, hire or otherwise acquire administrative, professional or other needed personnel services to further the purpose of the Council.

4.03 The Board of Directors has the authority to purchase, receive, lease or otherwise acquire, own, hold, improve, use or otherwise deal in and deal with real and personal property or any interest therein: to sell, convey, mortgage, pledge, lease, exchange, transfer, and otherwise dispose of all or any part of its property and assets as the purposes of the corporation shall acquire.

Number and Qualifications of Directors

4.04 The number of directors shall be a number determined by the Board of Directors that is not less than six (6) including Foundation, Institutional and Organizational members. Directors shall be members in good standing of the Council.

Vacancies

4.05 Any vacancy occurring in the Board of Directors shall be filled by the member of the organization with the advice and approval of the Board of Directors; however, vacancies in the Board due to an increase in the number of directors is to be filled by the members at an annual meeting of the members or at a special meeting of members called for that purpose. Any other vacancy may be filled by approval of a majority of the remaining directors, even if it is less than a quorum of the Board of Directors, or if it is a sole remaining director. A director elected to fill a vacancy shall be elected for the un-expired term of the predecessor in office.

Regular Meetings of Directors

4.06 The regular meetings of the Board of Directors shall be held at a time and place to be determined and adopted by resolution of the Board at its first meeting. All future meetings of the Board after that date shall be the same time and place unless otherwise determined.

Special Meetings of Directors

4.07 Special meetings of the Board of Directors may be called by the Chairman or any three Directors. The person or persons authorized to call special meetings may fix the time and place for holding such meetings.

Notice of Meetings of Directors

4.08 Written or printed notice of any meeting of the Directors shall be delivered to each Director at least three (3) days prior to the meeting stating the place, day and time of the meeting, who called the meeting, and the general purpose of the meeting. Notice shall be given by or at the direction of the Chairman or Secretary of the Council, or the officers or persons calling the meeting.

Quorum of Directors

4.09 One-third (1/3) of the Board of Directors in person or by proxy shall constitute a quorum for the transaction of business at any meeting of the Board. The directors present at a duly called or held meeting at which a quorum is present may continue to deliberate even if enough directors leave the meeting so that less than a quorum remains. However, no action may be approved without the vote of at least the number of directors required to constitute a quorum. If a quorum fails to be maintained during a meeting, a majority of the directors present may adjourn and reconvene the meeting one time without further notice.

Actions of Board of Directors

4.10 The Board of Directors shall try to act by consensus. However, the vote of a majority of directors, in person or by proxy and in good standing, voting at a meeting at which a quorum is present shall be sufficient to constitute the act of the Board of Directors unless the act of a greater number is required by law or by the bylaws. A director in good standing is one who has paid all required fees and dues and is not suspended as of the date of the meeting. A director who is present at a meeting and abstains from a vote is considered to be present and voting for the purpose of determining the decision of the Board of Directors.

Proxies

4.11 Any director may vote in person or by proxy executed in writing by such director. Each proxy shall be revocable unless expressly provided therein to be irrevocable or unless otherwise made irrevocable by law.

Agenda

4.12 An agenda for each meeting will be made available to all directors at least three (3) days prior to each meeting and at each meeting. There will be no restrictions placed on any agenda item. Each agenda item will be worded to make it clear that action may be taken.

Removal of Directors

4.13 Any director may be removed either with or without cause by a two-thirds (2/3) vote of all directors.

Attendance

4.14 Attendance at regular meetings of the Board of Directors is critical to the success of the Council's activities. Any director who is absent from three consecutive regular meetings or fails to attend fifty (50%) percent or more of regular meetings within any six (6) month period will be deemed to have vacated the director's position.

ARTICLES

OFFICERS

Officer Positions

5.01 The officers of the Board shall be a Chairman, Vice-Chairman, Secretary and Treasurer and Immediate Past Chairman. The Board of Directors may create additional officer positions, define the authority and duties of each such position, and elect or appoint persons to fill the positions.

Election and Term of Office

5.02 The officers of the Board shall be elected annually by the Board of Directors at the regular annual meeting of the Board. At any meeting at which the election of officers occurs, the nominating committee shall report nominees for the board and for each officer position. In addition a director in good standing may nominate another director for any officer position with the second of any other voting director in good standing. If the election of officers is not held at this meeting, the election shall be held as soon thereafter as conveniently possible. Each officer shall hold office until a successor is duly selected and qualified. An officer may be elected to succeed him or herself in the same office.

Vacancies

5.03 A vacancy in any office may be filled by the Board of Directors for the un-expired portion of the officer's term.

Chairman

5.04 The Chairman shall be the Chief Executive Officer of the Council. The Chairman shall supervise the business affairs of the Council, subject to the direction of the Board of Directors. The Chairman shall preside at all meetings of the members, of the Board of Directors, and of the Executive Committee. The Chairman may execute any deeds, mortgages, bonds, contracts, or other instruments that the Board of Directors has authorized to be executed. However, the Chairman may not execute instruments on behalf of the Council if this power is expressly delegated to another officer or agent of the Council by the Board of Directors, the bylaws, or statute. The Chairman shall perform other duties prescribed by the Board of Directors and all duties incident to the office of Chairman.

Vice-Chairman

5.05 When the Chairman is absent, is unable to act, or refuses to act, the Vice-Chairman shall perform the duties of the Chairman. When the Vice-Chairman acts in place of the Chairman, the Vice-Chairman shall have all the powers of and be subject to all restrictions upon the Chairman. The Vice-Chairman shall preside over the Budget Committee and shall perform other duties as assigned by the Chairman of Board of Directors.

Secretary

5.06 The secretary shall give all notices as provided in the bylaws or as required by law, take minutes of the meetings of the Board of Directors and keep the minutes as part of the corporate records, maintain custody of the corporate records and of the seal of the Council, affix the seal of the Council to all documents as authorized, keep a register of the contact information of each member, director, officer, and employee of the Council and perform duties as assigned by the Chairman.

Treasurer

5.07 The treasurer shall have charge and custody of and be responsible for all funds and securities of the Council, receive and give receipts for moneys due and payable to the Council from any source, deposit all moneys in the name of the Council in banks, trust companies, or other depositories as provided in the bylaws or as directed by the Board of Directors or Chairman, write checks and disburse funds to discharge obligations of the Council, maintain the financial books and records of the Council, prepare financial reports as least annually, perform other duties as assigned by the Chairman and if required by the Board of Directors, give a bond for the faithful discharge of his or her duties in a sum and with a surety as determined by the Board of Directors.

Immediate Past Chairman

5.08 The Immediate Past Chairman shall serve as an advisor to the officers and Executive Committee and perform duties as assigned by Chairman.

ARTICLE 6

COMMITTEES

Establishment of Committees

6.01 The Chairman, with the advice and consent of the Board of Directors, is authorized to appoint any standing or special committees, other than those specified in these bylaws. In addition to Directors, a committee may include persons who are not directors. The establishment of a committee or the delegation of authority to it shall not relieve the Board of Directors, or any individual director, of any responsibility imposed by the bylaws or otherwise imposed by law. No committee shall commit the Council on any matter without first receiving the approval of the Board of Directors or the approval of the membership.

Committee Chairs

6.02 The Chairman shall appoint all committee chairmen. Committee meetings may be called at any time by the committee chairman, but committee chairmen must notify the Chairman of the Board.

Composition of Executive Committee

6.03 The Executive Committee shall be composed of the officers of the Council and representatives of each class of membership. Foundation members representing counties over 50,000 in population or cities over 10,000 in population shall have an automatic seat on the Executive Committee. The Chairman, with the consent of the Board of Directors, may appoint other Foundation members and at least one representative of the Institutional and Organizational members to the Executive Committee.

Authority of Executive Committee

6.04 The Executive Committee shall act on behalf of the Board of Directors when the Board of Directors is not in session. The Board of Directors shall set the limitation of authority of the Executive Committee and any actions taken by the Executive Committee shall be reported at the next Board meeting.

Nominating Committee

6.05 The Chairman shall appoint a nominations committee by December of each year or as soon thereafter as is possible for the purpose of nominating potential directors and officers of the Council. The committee shall report its nominees at the annual meeting of the Council or the meeting at which directors and officers will be elected. The committee will be composed of the Chairman and two other directors, at least one of which shall not have served on the Executive Committee.

Budget Committee

6.06 The Chairman shall appoint a budget committee in April of each year or as soon thereafter as is possible for the purpose of development of the next fiscal year's budget. The Vice-Chairman shall chair this committee.

ARTICLE7

TRANSACTIONS OF THE COUNCIL

Contracts

7.01 The Board of Directors may authorize any officer or agent of the Council to enter into a contract or execute and deliver any instrument in the name of and on behalf of the Council. This authority may be limited to a specific contract or instrument or it may extend to any number and type of possible contracts and instruments.

Deposits

7.02 All funds of the Council shall be deposited to the credit of the Council in banks, trust companies, or other depositories that the Board of Directors selects.

Gifts

7.03 The Board of Directors may accept on behalf of the Council any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Council. The Board of Directors may make gifts and give charitable contributions that are not prohibited by the bylaws, the articles of incorporation, state law, and any requirements for maintaining the Council's federal and state tax status.

Potential Conflicts of Interest

7.04 The Council shall not make any loan to a director or officer of the Council. A director, officer, or committee member of the Council may not lend money to and otherwise transact business with the Council except as otherwise provided by the bylaws, articles of incorporation, and all applicable laws. Such a person transacting business with the Council has the same rights and obligations relating to those matters as other persons transacting business with the Council. The Council shall not borrow money from or otherwise transact business with a director, officer, or committee member of the Council without full disclosure of all relevant facts and without the approval of the Board of Directors members, not including the vote of any person having a personal interest in the transaction.

ARTICLES BOOKS AND

RECORDS Required Book and Records

8.01 The Council shall keep correct and complete books and records of account. The Council's books and records shall include:

(1) A file-endorsed copy of all documents filed with the Texas Secretary of State relating to the Council, including, but not limited to, the articles of incorporation and any articles of amendment, restated articles, articles of merger, articles of consolidation, and statement of change of registered office or registered agent.

(2) A copy of the bylaws, and any amended versions or amendments to the bylaws.

(3) Minutes of the proceedings of the members, Board of Directors, and committees having any of the authority of the Board of Directors.

(4) A list of names and addresses of the members, directors, officers, and any committee members of the Council.

(5) Financial statements showing the balance sheet and income and expenses of the Council for the three most recent fiscal years.

(6) All rulings, letters, and other documents relating to the Council's federal, state, and local tax status.

(7) The Council's federal, state, and local information or income tax returns for each of the Council's three most recent tax years.

Inspection and Copying

8.02 Any officer, director or member of the Council may inspect and receive copies of all books and records of the corporation required to be kept by the bylaws. Such a person may inspect or receive copies if the person submits a request in writing. Any person entitled to inspect and copy the Council's books and records may do so through his or her attorney or other duly authorized representative. A person entitled to inspect the council's books and records may do so at a reasonable time no later than ten (10) working days after the council's receipt of a proper written request. The Board of Directors may establish reasonable fees for copying the Councils' books and records by members. The fees may cover the cost of materials and labor, but may not exceed fifty cents ($.50) per page. The Council shall provide requested copies of books or records no later than ten (10) working days after the corporation's receipt of a proper written request.

ARTICLE 9

FISCAL

Fiscal year

9.01 The fiscal year of the Council shall begin on the first day of October and end on the last day in September in each year.

Budget

9.02 Prior to July 1 of each year, the Budget Committee shall meet and prepare an annual budget. The budget shall be first presented to the board no later than the regular meeting in August of each year. The budget shall be subject to the approval of the Board of Directors no later than the regular meeting in September and shall become the operating budget for the Council in the next fiscal year.

Audit

9.03 The Board of Directors shall order a certified audit to be conducted annually.

Annual Report

9.04 The Chairman shall report to the membership regarding the functions and conditions of the Council at the annual meeting.

ARTICLE 10

AMENDMENTS TO BYLAWS

10.01 The bylaws may be altered, amended, or repealed, and new bylaws may be adopted only by a majority vote of the members in person or by proxy at any regular or special meeting of the members. The notice of any meeting at which the bylaws are altered, amended, or repealed, or at which new bylaws are adopted shall be sent to the last recorded address of each member at least ten (10) days prior to the date of the meeting, and shall include the board recommendations for the text of the proposed bylaw provisions as well as the text of any existing provisions proposed to be altered, amended, or repealed.

ARTICLE 11

MISCELLANEOUS PROVISIONS

Legal Authorities Governing Construction of Bylaws

11.01 The bylaws shall be construed in accordance with the laws of the State of Texas. All references in the bylaws to statutes, regulations, or other sources of legal authority shall refer to the authorities cited, or their successors, as they may be amended from time to time.

Legal Construction

11.02 If any bylaw provision is held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and the bylaws shall be construed as if the invalid, illegal, or unenforceable provision had not been included in the bylaws.

Headings

11.03 The headings used in the bylaws are used for convenience and shall not be considered in construing the terms of the bylaws.

Gender

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11.04 Wherever the context requires, all words in the bylaws in the male gender shall be deemed to include the female or neuter gender, all singular words shall include the plural, and all plural words shall include the singular

Seal

11.05 The Board of Directors may provide for a corporate seal. Such seal would consist of two concentric circles containing the words Rio South Texas Economic Development Council, Texas, in one circle and the word Incorporated together with the date of incorporation of the Council in the other circle.

Power of Attorney

11.06 A person may execute any instrument related to the Council by means of a power of attorney if an original executed power of attorney is provided to the secretary of the Council to be kept with the council records.

CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting secretary of the Rio South Texas Economic Council and that the foregoing Bylaws constitute the Bylaws of the Council. These Bylaws were originally adopted at a meeting on October 13, 2008 and duly amended at a meeting on March 5, 2009 and duly amended again at a meeting on January 19, 2012.

_____ _____

Date Eduardo Campirano, Secretary

Rio South Texas Economic Council
PO Box 4360
Edinburg, TX 78540

Invoice

Invoice #: 12-124
Invoice Date: 10/15/2014
Due Date: 12/31/2014
Project:
P.O. Number:

Bill To:

County of Hidalgo
Hidalgo County Judge's Office
Bobby Villarreal
302 West University Dr.
Edinburg, TX 78539

Date	Description	Amount
10/15/2014	Counties with 500,000 or more and Cities with 50,000 or more	17,500.00

Thank you for your membership!

Total	$17,500.00
Payments/Credits	$0.00
Balance Due	$17,500.00

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Rio ,SOUTH TEXAS ECONOMIC COUNCIL

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶ Non Profit

Exemptions (see instructions):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)

Address (number, street, and apt. or suite no.)
900 E. Lakeview Drive

Requester's name and address (optional)

City, state, and ZIP code
McAllen, TX 78501

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

Employer identification number
2 6 - 3 5 4 0 6 4 4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person ▶** Peter Gonzalez **Date ▶** 11-25-14

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

AGREEMENT FOR PROVISION OF SERVICES

WHEREAS, Hidalgo County (the "County") is authorized pursuant to Section 381.004 of the Texas Local Government Code to develop and administer state and local economic development programs in order to stimulate, encourage, and develop commercial activity in the County; and

WHEREAS, pursuant to Section 381.004 of the Texas Local Government Code, the County is authorized to use public funds and employees of the County for such program, and to contract with another entity, as defined in such Section, for the administration of such an economic development program; and

WHEREAS, the County intends to continue to develop an economic development program to promote business and commercial activity within the County for the purpose of improving the economic competitiveness of the County and enhancing the development of regional industry clusters within the County and the Rio Grande Valley (the "Program"), and desires to contract with another entity to administer the Program; and

WHEREAS, the purposes for which the Rio South Texas Economic Council, a Texas nonprofit corporation (the "Council"), was created include engaging in marketing activities for the purpose of generating opportunities that will result in economic expansion and diversification in Hidalgo, Cameron, Willacy and Starr Counties and to promote a business and governmental climate that is conducive to successful economic development in such counties; and

WHEREAS, the County previously contracted with the Council for the Council to administer the Program on behalf of the County, the most recent of which contracts expired on November 30, 2014; and

WHEREAS, the County now desires to enter into a contract with the Council, whereby the Council will continue to administer the Program on behalf of the County, including the provision of the services, specified below; and

WHEREAS, the Council is agreeable to contracting with the County to continue to assist the County in promoting the development of regional industries as set forth above and providing the services set forth herein.

NOW, THEREFORE, the County and the Council do hereby covenant and agree as follows:

1. **Administration of Program; Services Provided.** The Council agrees to administer the Program during the Term (as defined below) on behalf of the County, including the provision of the following services for the promotion and development of regional industries:

    (i) Improving business conditions by promoting a business and governmental climate that is conducive to successful economic development;

    (ii) Improving education and training for the purpose of strengthening community economic development efforts;

(iii) Marketing the region for the purpose of generating opportunities that will result in economic expansion and diversification;

(iv) Supporting networking opportunities for sharing knowledge and experience, and the development of professional relationships throughout the County and in the Rio Grande Valley and

(v) Such other services as are agreed between the County and Council.

Without limiting the generality of the foregoing, the County and the Council agree that the services provided hereunder to the County include assistance with website development and design, market research and studies, creation of beta tables, marketing materials and similar materials, and participation in trade shows and missions. The means and methods for providing such services shall be subject to the County's prior review and approval. The County shall be provided the opportunity to give input into all creative processes and designs, and shall have final approval of all marketing and creative endeavors and other services for the County. The Council shall abide by all applicable laws, rules, ordinances, orders and regulations in providing services hereunder. Upon its creation, all rights in and to all materials created by the Council specifically for the County hereunder in whatever form or media (collectively, the "Work"), and any derivative works thereof, shall be exclusively owned by and vested in the County as works made for hire (including, without limitation, all copyrights). All rights in the Work created specifically for the County, including all copyrights, trademarks and other intellectual property, belong exclusively to County, including the exclusive right to use, reproduce, alter, record, perform and synchronize the Work for any purpose in any media without further agreement or payment, and the exclusive right to register all copyrights anywhere in the world in the Work in County's name.

2. **Payment.** In consideration for the complete and satisfactory performance by the Council of the Council's obligations hereunder, the County shall pay the Council $17,500.00 for the provision of services as set forth herein, which amount is the County's dues attributable to its class of membership in the Council, as such is set forth in Article 2 of the By-laws of the Council. Such amount is payable on or before December 31, 2014, and satisfies the dues requirement of the By-laws of the Council such that no additional payment shall be due from the County. The payment provided for herein shall be paid solely from lawfully available funds that have been appropriated by the County. Under no circumstances shall the County's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision.

3. **Use of Funds.** The Council shall use the funds received from the County only for the purposes set forth in this Agreement.

4. **Annual Report.** The Council agrees to, at least annually or more frequently upon request by the County, present a report to the Commissioners Court of the County of the activities and accomplishments of the Council.

5. **Representations and Warranties of Council.** The Council represents and warrants to the County, as of the date hereof, as follows:

A. **Organization**. The Council is a non-profit corporation duly organized, validly existing and in good standing under the laws of the State of Texas and authorized to do business in the State of Texas.

B. **Authority**. The execution, delivery and performance by the Council of this Agreement are within the Council's powers and have been duly authorized by all necessary action of the Council.

C. **County Obligation Limited**. The Council acknowledges that the County is not committed or obligated to pay any expenditure incurred with respect to the operation of the Council or the provision of services hereunder, and is only obligated to make the payment specifically provided in paragraph 2 of this Agreement.

6. **Representations and Warranties of County.** To the actual knowledge of the Commissioners' Court, as of the date hereof, the County represents and warrants to the Council that the execution, delivery and performance by the County of this Agreement are within its powers and have been duly authorized by all necessary action.

7. **Information; Audit.** The Council shall, at such times and in such form as the County may request from the Council, provide information concerning the status of the performance of the Council's obligations under this Agreement. The Council agrees that the County will have the right to audit the financial and business records of the Council that relate specifically to the Program and Council's compliance with the terms of this Agreement at anytime in order to determine compliance with this Agreement. To the extent reasonably possible, the Council shall make all records related to the Program and other records related to compliance with the terms of this Agreement available in electronic form or otherwise available to be accessed through the internet following reasonable advance notice by the County and shall otherwise cooperate fully with the County during any audit.

8. **Miscellaneous.**

A. **Effective Date.** This Agreement shall be effective on December 16, 2014 (the "Effective Date"), and shall continue in full force and effective until November 30, 2015 (the period from the Effective Date to such termination date, the "Term").

B. **Entire Agreement**. This Agreement contains the entire agreement between the parties with respect to the transactions contemplated herein.

C. **Amendment**. This Agreement may only be amended, altered, or revoked by written instrument signed by all parties, except for the County's right to terminate this Agreement as set forth below.

D. **Waiver**. No term or condition of this Agreement shall be deemed to have been waived, nor shall there be any estoppel to enforce any provision of this Agreement, except by written instrument of the party charged with such waiver or estoppel.

E. **Remedies**. Upon breach of any of the covenant, representation, warranty or agreement contained in this Agreement, which breach is not cured within thirty (30)

days of notice from the aggrieved party to the other party, the aggrieved party shall have such remedies as are available in law or equity for breach of contract; provided, however, that no party shall be liable to any other party for incidental or consequential damages. Without limiting the generality of the foregoing, the Council acknowledges and agrees that under no circumstances will the County have any liability in excess of the amount payable as set forth in paragraph 2 of this Agreement. In the event the County is the aggrieved party, the County shall also be entitled to terminate this Agreement upon notice to the Council and to a refund of the payment made pursuant to paragraph 2 above, which refund shall be calculated pro rata based on the amount the percentage of the Term remaining at the time of such termination.

F. **Notices.** Any notice, statement and/or communication required and/or permitted to be delivered hereunder shall be in writing and shall be mailed by first-class mail, postage prepaid, or delivered by hand, messenger, telecopy, or reputable overnight carrier, and shall be deemed delivered when received at the addresses of the parties set forth below, or at such other address furnished in writing to the other parties thereto:

If to the County:
Hidalgo County
302 West University Drive
Edinburg, Texas 78539
Attn: County Judge
Telephone: (956) 318-2600
Facsimile: (956) 318-2699

If to the Council:
Rio South Texas Economic Council
PO Box 4360
Edinburg, Texas 78540
Attn: Alma Puente Colleli, Executive Director
Telephone: (956) 928-0641

G. **Applicable Law**. This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas, and venue shall lie in State courts located in Hidalgo County, Texas.

H. **Severability**. In the event any provision of this Agreement is illegal, invalid, or unenforceability under the applicable present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

I. **No Third-Party Beneficiaries**. The County and the Council intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any third-party beneficiary, or any individual or entity other than the County and the Council.

J. **No Joint Venture**. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as

an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

K. **Assignments**. This is an Agreement for the services of the Council. Accordingly, the Council may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the County, and any assignment by the Council in violation of the terms hereof shall be void ab initio and of no force or effect.

L. **Counterparts**. This Agreement may be executed in multiple counterparts all of which shall be considered one and the same document.

EXECUTED AS OF THIS 16th day of December, 2014.

COUNTY OF HIDALGO, TEXAS

By:_____
Ramon Garcia, Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., Clerk
(SEAL)

APPROVED AS TO FORM:

Atlas, Hall & Rodriguez, L.L.P.

By: _____
Stephen L. Crain

RIO SOUTH TEXAS ECONOMIC COUNCIL

_____
Eduardo Campirano, Chairman

ATTEST:

_____
Keith Patridge, Secretary

AI -47780 **County Judge's Office** **6. D.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Irma Saenz, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

1. Discussion and approval to renew Guidelines and Criteria for Granting Tax Abatements in Hidalgo County.
2. Discussion and approval of Tax Abatement Agreement between Hidalgo County and Hidalgo County Windfarms, LLC

BACKGROUND

These Guidelines incorporate previous amendments approved by Commissioners Court, as well as changes needed for upcoming tax abatement agreements, as approved by legal. These Guidelines and Criteria are effective upon the date of their adoption and will remain in force for two years.

Fiscal Impact

Attachments

DRAFT
final
1
2

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/12/2014 04:43 PM
Manuel Chapa	Manuel Chapa	12/12/2014 04:59 PM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Irma Saenz		Started On: 12/11/2014 02:48 PM
Final Approval Date: 12/12/2014		

GUIDELINES AND CRITERIA FOR GRANTING TAX ABATEMENTS IN HIDALGO COUNTY, TEXAS

Effective December 16, 2014

I. General Purpose and Objectives

The County is committed to the promotion of high quality development in all parts of the County and to an ongoing improvement in the quality of life for its citizens. Certain types of investment result in the creation of new jobs, new income and provide for positive economic growth which is beneficial to the County as a whole. The County will, on a case-by-case basis, give consideration to providing tax abatement as a stimulation for economic development in the County. It is the policy of the County that said consideration will be provided in accordance with the guidelines and criteria outlined in this document. The County is not obligated to grant tax abatement to any applicant and nothing herein will imply or suggest that the County is under any obligation to provide tax abatement to any applicant or with respect to any project. All applicants will be considered on a case-by-case basis, and the decision to approve or deny tax abatement to any particular applicant will be at the discretion of the Commissioners Court of the County. As provided in section 312.002(d) of the Texas Tax Code, adoption of these guidelines and criteria does not (1) limit the discretion of the Commissioners Court to decide whether to enter into a specific tax abatement agreement, (2) limit the discretion of the Commissioners Court to delegate to its employees the authority to determine whether the Commissioners Court should consider a particular application for tax abatement or (3) create any property, contract or other legal right in any person to have the County consider or grant a specific application or request for tax abatement. Tax abatement agreements are made with the owners or lessees of real property to exempt from taxation a portion of the value of the real property or of tangible personal property, or both. The duration of an agreement may be for a period of time determined appropriate by the Commissioners Court of the County, based on the productive life of the improvements and consistent with the provisions of these Guidelines and Criteria, but, in accordance with state law, in no case will the term of the tax abatement extend for more than ten (10) years. Special terms and conditions may be set in the agreement governing each specific tax abatement.

II. Definitions

A.“Abatement” means the full or partial exemption from ad valorem taxes of eligible properties in a reinvestment zone designated as such for economic development purposes.

B.“Agreement” means a contractual agreement for the purpose of Abatement during a Tax Abatement Period between (i) an Owner and/or a Lessee of eligible property and (ii) a taxing authority.

C.“Applicant” means the Owner and/or Lessee who submits an Application to the County in accordance with these Guidelines and Criteria.

D.“Application” means the written application and all related materials submitted to the County by the Applicant to request an Abatement hereunder.

E. “Base Year Value” means the taxable value of the Applicant’s real and Personal Property of a type eligible for Abatement (which excludes inventory and supplies) located in a designated reinvestment zone on January 1 of the year of the execution of the Agreement.

F. “Capital Cost” means the amount expended by the Owner or Lessee, as the case may be, on or after the date of the applicable Agreement on eligible Improvements to Real Property or acquisition of eligible Personal Property needed to commence a Project or operations. Capital Cost expressly excludes amounts expended by the County or other governmental entities and any amounts expended with respect to ineligible property.

G.“Commissioners Court” means the elected governing body of the County.

H. “County” means the County of Hidalgo, a political subdivision of the State of Texas.

I. “Economic Life” means the number of years a property qualifies for depreciation under the Internal Revenue Service Code (Section 168) Modified Accelerated Cost Recovery System, which may be extended in the discretion of the County, upon evidence presented by the Applicant as to the expected Productive Life of the property.

J. “Eligible Education Facility” means new, expanded or modernized buildings and structures, including fixed machinery and equipment, which, when constructed or completed, will be leased to a public school district, community college district, or state-supported institution of higher education, for the entire term of the proposed Abatement, and which will contribute to the economic development of the County.

K.“Eligible Facility” means a new, expanded or modernized building, structure or related buildings and structures, including fixed machinery and equipment, which is reasonably likely as a result of granting Abatement to contribute to the retention or expansion of Primary Employment or to attract major investment in the reinvestment zone that would be a benefit to the property and that would contribute to the economic development of the County, but does not include a Facility, other than a utility, which is intended primarily to provide goods or services to residents or existing businesses located in the County such as, but not limited to, a restaurant or a retail sales establishment.

L.“Expansion” means the addition of buildings, structures, fixed machinery, and/or equipment for the purpose of increasing production capacity or revenues.

M.“Extraordinary Impact” means a Project where the Capital Cost is at least equal to $25,000,000.00 or which creates at least 500 Jobs.

N.“Facility” means property Improvements, including eligible Personal Property, completed or in the process of construction which together comprise an integral whole.

O.“Guidelines and Criteria” mean these guidelines and criteria for granting Abatement in the County.

P.“Improvement” means a building, structure, fixture, or fence erected on or affixed to land, or a transportable structure designed to be occupied for residential or business purposes, whether or not it is affixed to land, if the owner of the structure owns or leases the land on which it is located, unless the structure is unoccupied and held for sale or normally is located at a particular place only temporarily.

Q. “Initial Period” has the meaning set forth in Section III(G)(1)b below.

R.“Job” means a permanent, full-time employment position, hired directly or contracted through another entity, that has provided or will result in employment of at least 1,820 hours in the position in a year. Any position providing less than the specified number of hours a year, regardless of the employer’s designation of such position, does not qualify as a “Job” for purposes of these Guidelines and Criteria.

S. “Lessee” means the tenant who is occupying and operating or will occupy and operate an Eligible Facility under a legally binding lease agreement with a Lessor. A lessee of Real Property on which the Eligible Facility exists or is constructed may also own the Facility.

T.“Lessor” means the owner of an Eligible Facility or of the Real Property on which an Eligible Facility is located that has a binding lease with a Lessee who will occupy and operate the Facility.

U.“Modernization” means the replacement and upgrading of existing Facilities which increase the productive input or output, updates the technology, or substantially lowers the unit costs of operation, and extends the economic life of the Facility. Modernization may result from the construction, alteration, or installation of buildings, structures, fixed machinery, or equipment. It will not be for the purpose of renovation, reconditioning, refurbishing, repairing, or completion of deferred maintenance, except in reinvestment zones established based on conditions of economic impairment.

V.“New Facility” means a Facility on Real Property previously undeveloped, which is placed into service by means other than Expansion or Modernization.

W. “Newly Created Value” means the difference between the Taxable Property Value in the base year and the Taxable Property Value at the time the value is being newly calculated.

X. “Owner” means the owner of Real Property on which an Eligible Facility is or will be located, who may also be the Lessor. Where the context requires, “Owner” means the owner of the Eligible Facility, who is the lessee of Real Property on which the Eligible Facility is or will be located; provided that a specific definition or other provision to the contrary in an Agreement controls over this sentence.

Y. “Personal Property” means property that is not Real Property, and consists of intangible and tangible personal property. Intangible Personal Property means a claim, interest (other than an interest in tangible property), right, or other thing that has value but cannot be seen, felt, weighed, measured, or otherwise perceived by the senses, although its existence may be evidenced by a document. It includes a stock, bond, note or account receivable, certificate of deposit, share account, share certificate account, share deposit account, insurance policy, annuity, pension, cause of action, contract, and goodwill. Tangible Personal Property means Personal Property that can be seen, weighed, measured, felt, or otherwise perceived by the senses, but does not include a document or other perceptible object that constitutes evidence of a valuable interest, claim, or right and has negligible or no intrinsic value.

Z. “Primary Employment” means retention or creation of new Jobs for residents of the County as a result of new, expanded or modernized building Projects.

AA. “Prior Application” has the meaning set forth in Section IV(A)(12)(a)(i) below.

BB. “Productive Life” means the number of years a property Improvements is expected to be in service in a Facility.

CC. “Project” means the proposed planned undertaking consisting of New Facilities and/or Modernization of Existing Facilities for which Abatement is requested.

DD. “Real Property” means land, Improvements, a mine or quarry, minerals in place, standing timber; or an estate, other than a mortgage or deed of trust creating a lien on property or an interest securing payment or performance of an obligation, in a property enumerated above.

EE. “Reinvestment Zone” is (i) an area designated as such for the purpose of Abatement as authorized by the Property Redevelopment and Tax Abatement Act, Sections 312.401 or 312.201 of the Texas Tax Code or (ii) an area designated as an enterprise zone under Chapter 2303 of the Texas Government Code as authorized by the Property Redevelopment and Tax Abatement Act, Section 312.4011 of the Texas Tax Code.

FF. "Tax Abatement Period" means the period not exceeding ten years commencing on the January 1st occurring after execution of the Agreement or such later January 1st in accordance with these Guidelines and Criteria as is specified in the Agreement.

GG. "Taxable Property Value" means the value of the Property being valued as determined by deducting from the assessed value of such Property, as recorded by the Hidalgo County Appraisal District, the amount of any applicable exemption as defined by the Texas Property Tax Code.

III. Abatement Authorized

A. Eligible Facilities. Abatement may be granted for New Facilities and for Expansion or Modernization of Existing Facilities. The Economic Life of a Facility and/or eligible property must exceed the duration of the Abatement.

B. Eligible Property. Abatement may be applied to both Real and Personal Property used at an Eligible Facility for business purposes, excluding all ineligible property.

C. Ineligible Property. The following types of property will be fully taxable and ineligible for Abatement: (i) land, (ii) inventory, supplies, tools, furnishings and other forms of moveable Personal Property, (iii) housing, (iv) deferred maintenance, and (v) property to be rented or leased except as provided in subsection E. of this Section III. No reference to property (real or personal) herein shall be deemed to incorporate any ineligible property into any calculation of investment or Abatement.

D. New Value. Abatement may only be granted for the Newly Created Value of eligible property Improvements made subsequent to and specified in an agreement between the County and the Owner and/or Lessee, subject to such limitations as the County may impose.

E. Leased Facilities. If a leased Facility is granted Abatement, the agreement will be executed by the Lessee and, if required by the County, by the Lessor. If the County requires both Lessee and Lessor to be parties to the agreement, the agreement will not be in effect unless both Lessee and Lessor execute the agreement.

F. Eligibility Criteria. In order to be considered for Abatement, eligible Facilities must be located in a reinvestment zone and result in a minimum added value of $1,500,001 in real and business Personal Property or the creation of at least 26 full-time Jobs.

G. Criteria and Value of Abatement. Abatement may be granted for eligible Facilities on all or a portion of the Newly Created Value of eligible property according to the following:

(1) An Owner and/or Lessee, as the case may be, of Real Property where an Eligible Facility is located prior to the inception of the Project subject to an agreement or on which an Eligible Facility will be constructed as part of the Project, must agree to expend a designated sum of money as the Capital Cost of the Project and/or provide a certain number of Jobs in order to qualify for an Abatement and must expend at least the sum agreed to as the Capital Cost of the Project and provide at least the agreed number of Jobs in accordance with the agreement in order to receive such Abatement.

(a) General. Except with respect to Extraordinary Impact Projects in which subsection III.G.(1)(b) below applies, the percent of value to be abated will be determined by the greater percentage for which the Project qualifies as set forth below based on the Capital Cost expended by the Owner and/or Lessee, as the case may be, in the Project or the number of Jobs created:

Percent of Increase in Property Value to be Abated	**Capital Cost of the Project**	**Number of Jobs Created**
0%	Less than $1,500,001	0 – 25
25%	$1,500,001 up to and including $5,000,000	26 – 50
50%	Over $5,000,000 up to and including $10,000,000	51 – 100
80%	Over $10,000,000	101 or more

(b) Extraordinary Impact Projects. The Owner and/or Lessee may, in lieu of the schedule set forth in subsection (a) above, opt for the following provisions if the Capital Cost is at least equal to $25,000,000.00 or the Project creates at least 500 Jobs:

Percent of Increase in Property Value to be Abated	**During Year of Tax Abatement Period**
100%	Initial Period
90%	First Year after Initial Period
80%	Second Year after Initial Period
70%	Third Year after Initial Period
60%	Fourth Year after Initial Period
50%	Fifth Year after Initial Period
40%	Sixth and subsequent Years after Initial Period

The "Initial Period" is the first one to four years of the Tax Abatement Period, determined as follows: the Initial Period commences on the January 1 following execution of the Agreement (or such later January 1 as may be agreed to in the Agreement, provided such January 1 is not more than 3 years after execution of the Agreement) and ends on the earlier of the fourth December 31 occurring after such January 1 and the December 31 occurring after substantial completion of construction of Improvements. Regardless of the length of the Initial Period, the Tax Abatement Period shall not exceed ten years. The Owner or Lessee (or both if both are parties to the Agreement) must make such election in the Agreement. In the event the parties have opted for this provision but it is later determined that the actual Capital Cost or Jobs do not qualify for this provision, the provisions of subsection (a) above will apply in lieu of the provisions of this subsection (b) and any taxes abated prior to the determination that this provision was inapplicable in excess of the amount that would have been abated pursuant to subsection (a) above shall be immediate recaptured and paid by Owner and/or Lessee.

(2) Only the Newly Created Value will be eligible for Abatement. The applicable percentage set forth in subsection (G)(1) of this Section III (based on whether the Capital Cost of the Project or Job creation results in a higher percentage and whether, if applicable, the Extraordinary Impact provision was opted for in the Agreement) is applicable only to the Newly Created Value of Real Property at the Eligible Facility and of Personal Property owned by the Owner or the Lessee at the Eligible Facility as determined by the Hidalgo County Appraisal District and these Guidelines and Criteria.

(3) The length of the Tax Abatement Period shall not exceed ten (10) years. The Tax Abatement Period shall start on a January 1 not later than the later of (i) the third January 1 occurring after the successful completion of the development, redevelopment or Improvements of the Project as specified in the Agreement or (ii) the fourth January 1 occurring after execution of the Agreement. The Abatement of the Real and Personal Property during the Tax Abatement Period shall only be received to the extent its Taxable Property Value for that year exceeds its Taxable Property Value for the year in which the Agreement is executed, such that only Newly Created Value will be abated.

(4) As an additional incentive to create and sustain Jobs, any Abatement based upon Job creation will be subject to increases or decreases in subsequent tax years based on the level of Jobs added or lost. For example, a Project that initially creates thirty (30) Jobs is eligible for a 25% Abatement. In

the second year of the Tax Abatement Period, if twenty-one (21) additional Jobs are added, the Abatement will then increase to 50% (although such increased Abatement shall not apply retroactively), and so on as Jobs are created during the Tax Abatement Period. Conversely, if Jobs are reduced, the percent of Abatement will also be reduced.

(5) With respect to any Abatement based upon Capital Cost, the percent of value to be abated may qualify for increases in subsequent tax years based upon additional capital Improvements. For example, a Project that initially has a Capital Cost of $2,500,000.00, is eligible for 25% Abatement. In the second year of the Tax Abatement Period, if additional qualifying capital Improvements are made in the total amount of $3,000,000, the Abatement may then increase to 50% upon Commissioners' Court approval (although such increased Abatement shall not apply retroactively).

(6) Improvements, Expansions or Modernizations must not be expected to solely or primarily have the effect of transferring employment from one part of the County to another part of the County.

(7) The Project must be expected to prevent the loss of payroll or retain, increase or create payroll on a permanent basis in the County

H. Standards of Tax Abatement. The following factors, among others, will be considered in determining whether to grant Abatement and, if so, the percentage of value to be abated and duration of Abatement.

(1) value of land and existing Improvements, if any;

(2) type and value of proposed Improvements;

(3) Productive Life of proposed Improvements;

(4) number of existing Jobs to be retained by proposed Improvements;

(5) number and type of new Jobs to be created by proposed Improvements;

(6) whether the new Jobs to be created will be filled by persons residing within the County;

(7) amount property tax base valuation will be increased during term of Abatement, which will include a definitive commitment that (i) such increase in valuation will not in any case be less than $1,500,001, or (ii) no less than 26 Jobs will be created;

(8) the costs to be incurred by the County to provide facilities or services directly resulting from the new Improvements;

(9) the amount of ad valorem taxes to be paid to the County during the Tax Abatement Period considering (a) the existing values, (b) the percentage of new value abated, (c) the Tax Abatement Period, and (d) the value after expiration of the Tax Abatement Period;

(10) the types and values of public improvements, if any, to be made by the Applicant seeking Abatement;

(11) whether the proposed Improvements compete with existing businesses to the detriment of the local economy;

(12) the impact on the business opportunities of existing businesses;

(13) the attraction of new businesses to the area;

(14) whether the Project is environmentally compatible with no adverse impact on quality of life, including whether the Project or portions thereof will meet U.S. Green Building Council Leadership in Energy and Environmental Design Program (LEED) Standards/Certification; and

(15) whether the Real Property is in an improvement project financed by tax increment bonds.

Each Eligible Facility will be reviewed on its merits utilizing the factors provided above. After such review, Abatement may be entirely denied or may be granted to the extent deemed appropriate after full evaluation.

I. In addition to other Abatements authorized hereunder, Abatement may be granted for an Eligible Education Facility as provided in this subsection I. The provisions of subsections III. G.(1), G.(2) (excluding the first sentence), G.(4), G.(5), and H.(7), of these Guidelines and Criteria will not apply to Abatements for Eligible Education Facilities. The term of the Abatement for an Eligible Education Facility will be established by the Commissioners Court at the time the Abatement is granted, but in no event will exceed the maximum term permitted under the Texas Tax Code.

IV. Procedural Guidelines

A. Preliminary Application Steps: Any person, organization, corporation or other entity meeting the Abatement guidelines may request Abatement by contacting the County Judge's Office Economic Development Division and filing a written Application with the County in conformance with the following procedural guidelines. Consideration will be

given to written requests from Applicants for the confidentiality of proprietary information, consistent with state law, including without limitation Section 312.003 of the Texas Tax Code and Section 552 of the Texas Government Code.

(1) An Application form approved by the County and in the form attached to these Guidelines and Criteria must be completed and submitted to the appropriate office or any other office or official designated by the County, with all of the information and documents specified therein and herein, prior to commencement of construction, alterations, or installation of Improvements related to a proposed Modernization, Expansion or new Facility by the Applicant. Commencement of construction is considered to have taken place when any one of the following has occurred:

(a) If more than ninety days has passed since an Abatement Agreement with the municipality has been executed (if applicable);

(b) If a building permit has been issued for construction not associated with mitigating an environmental hazard;

(c) If the Project's site has been cleared and prepared for development;

(d) If construction (including renovations or tenant finish-out) has begun;

(e) If site specific infrastructure has begun to be installed; or

(f) If equipment, inventory, or employees have been relocated to the new site.

A <u>complete</u> Application, <u>with all of the information and documentation specified therein and herein,</u> must be submitted to the <u>appropriate office or any other office or official designated by the</u> County no later than October 1, in order to have an Agreement considered and executed in the same year that the Application is submitted to the County.

(2) The Application will require such financial and other information as may be deemed appropriate for evaluating the financial capacity of the Applicant. This may include an economic feasibility study including a detailed list of estimated Improvements costs, a description of the methods of financing all estimated costs and the time when related costs or monetary obligations are to be incurred, and historical financial statements and statements of revenues, expenses, net income and cash

flow for the first five years of the Project, which have been audited, reviewed or compiled by a certified public accountant.

(3) Applicant will prepare a descriptive list of the eligible Improvements for which Abatement is requested. This will include the class life of the Improvements based on the Internal Revenue Service Code (Section 168) Modified Accelerated Cost Recovery System and, if applicable, any documentation supporting a longer Economic Life of such Improvements.

(4) Applicant will prepare a plat or map showing the precise location of the property, location of proposed Improvements, all roadways within five hundred feet (500') of the site, and all existing land uses and zoning within five hundred feet (500') of the site. The correct legal description of the Real Property must be provided.

(5) Applicant will address all criteria outlined in Section III.H. of these Guidelines and Criteria in letter format. In the case of a Modernization or Eligible Facility, Applicant will also include a statement of the Facility's current property value, stated separately for Real and Personal Property.

(6) Applicant will prepare a time schedule for undertaking and completing the planned Improvements.

(7) Applicant will provide a tax certificate verifying that no taxes are past due on Applicant's (and, if Applicant is not the Owner of the Real Property or Facility, the Owner's) property located within the proposed reinvestment zone; provided, however, that with respect to Extraordinary Impact Projects where Applicant is not the Owner of the Real Property on which the Facility is or will be located, Commissioners Court may opt to limit the Real Property for which such certificates are required if deemed appropriate under the circumstances.

(8) Applicant will provide a copy of the underlying lease if Applicant is a Lessee of the Facility.

(9) Applicant will provide a copy of the contract between the Applicant and any employment agency acting as the employer of the employees of eligible Jobs pursuant to such contract.

(10) Applicant will provide copies of the immediately preceding quarterly reports filled with the Texas Workforce Commission, documenting the current number of permanent full time employees.

(11) Applicant will provide a current copy of any Enterprise Zone Map identifying the property location.

(12) Applicant shall pay to the County a non-refundable application fee of $1,000 at the time of submission of the Application unless

(a) the Applicant meets all of the following criteria:

(i) during the twelve months immediately preceding the submission of the Application, the Applicant submitted an Application for an Abatement to the County (the "Prior Application");

(ii) during such twelve month period, the Applicant paid the $1,000 fee to the County with respect to the Prior Application;

(iii) neither the Applicant nor any other party has received or will receive any Abatement with respect to such Prior Application; and

(iv) the Commissioners Court deems such new Application to be substantially similar to the Prior Application; or

(b) the total Abatement that the Applicant is requesting is less than and capped at (i) $1,000 per year and/or (ii) $10,000 in the aggregate over the life of the Abatement.

Applicant understands and, by submitting an Application agrees, that such fee is to partially offset the County's expenses in reviewing the Applicant's Application and shall not be refunded in the event the Application is withdrawn by Applicant or denied by the County. Applicant will submit along with the Application a copy of the receipt issued from the Hidalgo County Treasurer evidencing payment of the application fee.

B. Application Review Steps: Upon receipt of a completed Application, the County will distribute copies of the Application to the appropriate County departments for internal review and comments. The County may request additional information as needed to determine Applicant's eligibility for Abatement according to Sections III A., B. and F and to review the factors set forth in Section III.H.

C. Timing Provisions.

(1) Notwithstanding any provision to the contrary in Sections IV or V of these Guidelines and Criteria, to the extent allowable under applicable law, the Commissioners Court in its discretion may:

(i) allow additional time for compliance with the requirements in Sections IV and V of these Guidelines and Criteria with respect to any Applications received after October 1 of the calendar year and may consider, approve and enter into an Agreement during the calendar year in which the

Application was received after October 1 if the Commissioners Court in its discretion determines the County had adequate time to review and consider the Application and the Agreement, and

(ii) consider and approve an Abatement and enter into an Agreement prior to receipt of all required information, provided that if such Abatement is granted the Agreement requires the Owner and/or Lessee, as the case may be, to comply with any such provisions within thirty days of the date of the Agreement and allows the County to terminate the Agreement in the event any conditions in the Agreement are not timely met.

(2) Provided commencement of construction as defined in Section IV.A.(1) above has not occurred prior to submission of the complete Application as set forth herein, the commencement of construction by (x) the taking of actions specified in Section IV.A.(1)(a-c) above by the Owner and/or Lessee or (y) the taking of any of the actions specified in Section IV.A.(1)(a-e) above by the Owner and/or Lessee after approval by the Commissioners Court of an Agreement but prior to execution of the Agreement shall not be a bar to the County subsequently executing the Agreement based on these Guidelines and Criteria and the terms approved by the Commissioners Court with the Owner and/or Lessee, as applicable; provided that (i) with respect to any such activity undertaken prior to Commissioners Court granting of an Abatement that the Abatement may not be granted at the discretion of the Commissioners Court and (ii) that the Applicant, Owner and/or Lessee, as the case may be, commence activity related to the Project at their own risk, and with respect to (y) above, in the event, prior to execution of the Agreement, any discrepancy or dispute over the terms of the Agreement arise that the Commissioners Court retains its discretion to not enter into such Agreement. For purposes of this subsection (2), a complete Application is an Application that, in the opinion of the County, meets all of the requirements of the Guidelines and Criteria excluding only any additional materials requested by the County but not expressly specified in the Guidelines and Criteria.

V. Consideration of Application and Adoption of Agreement

A. When the County considers an Abatement request, it will consider the feasibility and impact of the proposed Abatement by making an estimate of the economic effect of the Abatement of taxes and the benefit to the property to be covered by the Abatement and to the taxing authorities involved.

B. In accordance with Section 312.401(b) of the Texas Tax Code, the Commissioners Court may not designate an area as a reinvestment zone until it holds a public hearing on the designation and finds that the designation would contribute to the retention or expansion of Primary Employment or would attract major investment in the reinvestment zone that would be a benefit to the property to be included in the reinvestment zone and would contribute to the economic development of the County. At the hearing, interested persons are entitled to speak and present evidence for or against the designation. Not later than the seventh day before the date of the hearing, the Commissioners Court will give notice of the hearing in accordance with Sections 312.401(b) and 312.201(d) of the Texas Tax Code. Pursuant to Section 312.4011, designation of an area as an enterprise zone under Chapter 2303, Texas Government Code, constitutes designation of the area as a reinvestment zone without further action by the County.

C. (1) The Commissioners Court may consider adoption of an Order approving the execution of an Agreement between the County and the Applicant governing the provision of the Abatement within the reinvestment zone only after the Applicant has forwarded all necessary information and documentation to the County. The County will notify the Applicant of approval or disapproval in writing as soon as such action has occurred. The County will not approve an Agreement if it finds that the request for the Abatement was filed after the commencement of construction, alterations, or installation of Improvements related to a proposed Modernization, Expansion or New Facility by the Applicant except as provided in subsection V.C.(2) below. Any Improvements performed by a taxing entity in anticipation of a Project will not be subject to this subsection C(1).

(2) The decision to provide any Abatement will be considered on a case by case basis, in accordance with these Guidelines and Criteria, and at the discretion of the Commissioners Court who, with respect to Applicants concerning Projects of Extraordinary Impact may waive Subsection IV(A)(1)(b) if reasonable proof is shown of why the waiver is needed and of the benefit to the County of granting the Abatement.

D. Not later than the seventh day before the date on which the County enters into an Agreement, the County will deliver, as provided by Section 312.2041 of the Tax Code, to the presiding officer of the governing body of each other taxing unit in which the property to be subject to the Agreement is located a written notice that the County intends to enter into the Agreement. The notice will include a copy of the proposed Agreement.

E. The governing bodies of the appropriate taxing authorities may consider ratification of and participation in the Agreement between the County and the Applicant.

F. After approval, the County will formally pass an Order and execute an Agreement with the Owner and/or Lessee of the Facility as required. Such Agreement prior to execution will be reviewed by legal counsel for the County and the Owner and/or Lessee, as applicable. Such Agreement shall be subject to the rights of holders of outstanding bonds of the County and shall be entered into by the County on the condition that the Owner and/or the Lessee, as applicable, makes specific Improvements or repairs to the property.

Except as otherwise specified in these Guidelines and Criteria, the Abatement in each Agreement shall take effect on January 1 of the next tax year after the date the Improvements or repairs are substantially completed. Each Agreement must include the terms required under Section 312.205 or the Texas Tax Code and will address various issues, including, but not limited to, the following:

(1) General description of the Project;

(2) The percent of value to be abated each year;

(3) Estimated value of the Abatement including the Base Year Value;

(4) Duration of the Abatement, including the commencement date and the termination date;

(5) Legal description of the Real Property;

(6) Kind, number, location and timetable of planned Improvements;

(7) Specific terms and conditions to be met by Applicant;

(8) The proposed use of the Facility and nature of construction;

(9) A plat or map showing the precise location of the Real Property, including the location within the enterprise zone and Improvements and proposed Improvements on the Real Property;

(10) Contractual obligations in the event of default, violation of terms conditions, delinquent taxes, recapture, administration and assignment; and

(11) Size of investment and average number of new Jobs created.

VI. Denial of Abatement

A. All eligible Applications for Abatement will be considered on a case-by-case basis and except for the instances set forth in Section VI.B. herein, the decision to approve or deny Abatement will be made at the discretion of the Commissioners Court in accordance with these Guidelines and Criteria.

B. The Commissioners Court shall not authorize either a reinvestment zone or an Agreement if it is determined that:

(1) there would be an adverse impact on the provision of government service or tax base;

(2) the Applicant has insufficient financial capacity to complete the Project;

(3) planned or potential use of the property would constitute a hazard to public safety, health or morals;

(4) violation of other codes or laws exist;

(5) the property is in an improvement project financed by tax increment bonds; or

(6) there exists any other reason that is deemed appropriate by the Commissioners Court.

C. Nothing herein will imply or suggest that the County is under any obligations or duty to provide Abatement to any eligible Applicant, or that any Applicant has an entitlement to Abatement except as may be determined on a case-by-case basis by the Commissioners Court.

VII. Taxability

From the execution of the Agreement to the end of the Tax Abatement Period, taxes will be payable as follows:

(a) The value of ineligible property will be fully taxable;

(b) The Base Year Value of existing eligible property as determined each year will be fully taxable;

(c) The additional value of eligible property will be taxable in the manner and for the period provided for in the Agreement; and

(d) The additional value of eligible property will be fully taxable at the end of the Tax Abatement Period.

VIII. Recapture

A. The County will be entitled to terminate the Agreement and shall recapture all or part of the taxes abated, upon the occurrence of one or more of the following events:

(1) If the Owner or Lessee fails to commence operation of the Facility and the provision of the applicable product or service within the time provided in the Agreement.

(2) If, at any time after commencement of operation of the Facility, the Owner or Lessee voluntarily ceases to produce a product or service at the Facility or to otherwise operate the Facility for a continuous period of one (1) year or, with respect to Extraordinary Impact Projects in which the Agreement so provides, eighteen (18) months;

(2) If the Owner or Lessee allows its ad valorem taxes owed to the County to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest;

(3) If the Owner or Lessee relocates the Job creating activity outside the reinvestment zone;

(4) Upon the Owner's or Lessee's breach of the Agreement;

(5) As the County and the Owner and/or Lessee may otherwise agree in the Agreement; or

(6) In the case of an Abatement for an eligible educational Facility, the educational institution named in the Agreement terminates the lease on the property or otherwise ceases to use and occupy the property for educational purposes, and the property Owner fails to secure a new tenant that qualifies the Facility for continued Abatement under these Guidelines and Criteria within one hundred twenty (120) days of the expiration or other cessation of the use of the property for educational purposes.

B. Should the County determine that a party is in default according to the terms and conditions of the Agreement, the County will notify the party in writing at the address stated in the Agreement, and if such default is not cured within the applicable Cure Period (as defined below), then the Agreement may be terminated by the County pursuant to an Order adopted by the Commissioners Court as set forth in C below. The Cure Period is thirty (30) days from the date of the notice, or if so provided in the Agreement with respect to any Extraordinary Impact Project sixty (60) days and, if further provided in the Agreement, ninety (90) days with respect to a default caused by a force majeure event as such event is defined in the Agreement.

C. The County by an Order adopted by the Commissioners Court will have the right to terminate the Agreement and shall recapture all or a part of the abated taxes based on the following schedule and formula:

RECAPTURE SCHEDULE

YEAR OF TAX ABATEMENT PERIOD IN WHICH RECAPTURE EVENT OCCURS	*COUNTY WILL RECAPTURE FOLLOWING PERCENTAGE OF TOTAL TAXES PREVIOUSLY ABATED:*
1-5	100%
6	85%
7	75%
8	65%
9	55%
10	45%

FORMULA: The Recapture Formula Will Be:

Total Taxes Abated	**X**	Applicable Percentage from above schedule	=	Amount to be Recaptured

D. A Lessee or Owner who is a party to an Agreement that has been terminated or pursuant to which abated taxes have been ordered to be recaptured may appeal the Commissioners Court decision recapturing or terminating the Agreement. In order to make an appeal, the party to the Agreement must submit, within thirty (30) days of the Order by Commissioners Court recapturing or terminating the Agreement, a written notice to the County and to any other party to the Agreement specifying the grounds on which the party will be appealing the decision and requesting that the matter of the appeal be placed on the Commissioners Court agenda for the next Commissioners Court meeting occurring not less than three days following receipt by the County of the written request. The party appealing the decision may appear at the Commissioners Court meeting to discuss the appeal.

IX. Administration

A. Access to Facility. Each Agreement will stipulate that employees and/or designated representatives of the County will have access to the Facility during the term of the Agreement to inspect the Facility to determine if the terms and conditions of the Agreement are being met. The County may execute a contract with any other jurisdiction(s) to conduct such inspections of the Facility. All inspections will be conducted in a manner as to not unreasonably interfere with the construction and/or operation of the Facility; provided, however that the County may conduct "spot" inspections requiring no advance notification (unless appropriate personnel are usually not onsite at the Facility to allow safe access to the Facility and due to safety concerns escorts are needed for County personnel, in which event the Agreement shall provide for notice and for the Owner and/or Lessee to provide escorts on a timely basis). All inspections will be made with one or more representatives of the Owner, Lessor or Lessee, and in accordance with such party's safety standards.

B. Reports, Audits and Inspections: Owners and Lessees of Facilities for which Abatement is granted will annually certify to taxing authorities that they are in compliance with the terms of the Agreement. In addition, such Owners and Lessees will provide reports and records reasonably necessary to support each year of the Agreement. Such reports and records will include information supporting Job creation and retention requirements, information on property purchases, and status reports on the Project's progress. Reports supporting Job creation and retention shall include Texas Workforce Commission Reports (all Social Security numbers must be redacted prior to submitting such reports to the County) submitted to the State Comptroller on a quarterly basis and a breakdown of all Jobs with total annual hours per Job. Upon completion of a Project, Owners and/or Lessees, as applicable, will provide taxing authorities with a final report (i) describing all property for which Abatement is granted, (ii) providing documentation of the final Capital Cost and (iii) certifying the number of Jobs created. This final report will be accompanied by the opinion of an independent certified public accountant as to its accuracy and completeness. Taxing authorities will periodically evaluate each Facility receiving Abatement to ensure compliance with the Agreement and report possible violations of the Agreement. Taxing authorities will have the right to audit the books and records related to the eligible property and supporting the eligible property reports.

C. Transfer or Assignment. An Agreement for Abatement may be transferred or assigned by the original Applicant to a new Owner/Lessor or Lessee of the same Facility only upon the approval of the Commissioners Court, which will not grant such approval without (i) sufficient proof of the financial capacity of the transferee or assignee and (ii) all conditions and obligations in the Agreement being guaranteed by the execution of a new Agreement with the County. No assignment or transfer will be approved if any party to the existing Agreement or any proposed new party is (i) liable to any jurisdiction in the County for outstanding taxes or other obligations or (ii) delinquent in the payment of ad valorem taxes to any taxing unit located in the County. Approval of a transfer or assignment will not be unreasonably withheld. In addition, the Agreement for Abatement for an Extraordinary Impact Project may allow for collateral assignment in connection with the financing of the Project without obtaining such approval; provided the assignee

is not delinquent on any taxes to the County and the Owner, Lessor or Lessee, as applicable, provides written notice to the County within thirty (30) days.

X. Tax Abatement by Other Taxing Units

A. Other Taxing Entities. Section 312.206(a) of the Tax Code allows the County, when a municipality has entered into an Agreement with an Owner and/or a Lessee, to enter into an Agreement with the same Owner and/or Lessee under different terms and conditions than those contained in the municipality's Agreement with the Owner and/or Lessee. When an Application for Abatement is originated with a taxing entity other than the County, the taxing entity desiring the County to provide Abatement to the same Applicant will cause the Applicant to file an Application requesting Abatement with the County and such Application will include the information requested by the County for Abatements originating with the County and shall also include a copy of the Agreement between the Applicant and the municipality or other taxing entity and such other documentation as may be requested by the County. Such Abatements will be considered in accordance with the provisions of these Guidelines and Criteria.

B. No obligation. The acceptance of an Application for Abatement will not be deemed as an obligation whatsoever of the County to grant any Abatement of taxes. Nothing in these Guidelines and Criteria or in any prior Abatement action by the County will obligate the County to provide Abatement to party.

C. Taxing Unit With Tax Rate Set by Commissioners Court. Pursuant to Section 312.004 of the Tax Code, in the event the Commissioners Court enters into an Agreement for the County, it may also enter into an Agreement applicable to the same property on behalf of a taxing unit other than the County if by statute the ad valorem tax rate of the other taxing unit is approved by the Commissioners Court or the Commissioners Court is expressly required by statute to levy the ad valorem taxes of the other taxing unit. The Agreement entered into on behalf of the other taxing unit is not required to contain the same terms as the Agreement entered into on behalf of the County.

XI. Sunset Provision

These Guidelines and Criteria are effective upon the date of their adoption and will remain in force for two years unless amended by three-quarters vote of the Commissioners Court, at which time all reinvestment zones and Agreements created pursuant to these provisions will be reviewed to determine whether the goals have been achieved. Based on that review, the Commissioners Court may modify or renew these Guidelines and Criteria or enact new Guidelines and Criteria. The County reserves the right to allow these Guidelines and Criteria to lapse and to not thereafter adopt new Guidelines and Criteria.

XII. Severability

If any provision, section, subsection, sentence, clause, or phrase of these Guidelines and Criteria, or the amendments duly adopted hereto, or the application of the same to any person, entity, or set of circumstances, is for any reason held to be unconstitutional, void, voidable, invalid, or contrary to any existing or prospectively enacted law or statute, the validity and enforceability of the remaining part of these Guidelines and Criteria and amendments thereto will not be affected thereby.

TAX ABATEMENT AGREEMENT BETWEEN HIDALGO COUNTY, TEXAS

AND

HIDALGO WIND FARM LLC

This Tax Abatement Agreement ("**Agreement**") is entered into effective as of December 16, 2014, by and between Hidalgo County, a political subdivision of the State of Texas ("**County**") duly acting herein by and through its duly authorized representatives, pursuant to an order dated December 16, 2014 by the Hidalgo County Commissioners Court ("**Commissioners Court**"), and Hidalgo Wind Farm LLC, a Delaware limited liability company ("**Company**").

WITNESSETH:

WHEREAS, on the 16th day of December, 2014, County adopted Guidelines and Criteria for Granting Tax Abatements in Hidalgo County, Texas, attached hereto as **Exhibit "A"** and incorporated herein for all purposes (the "**Guidelines and Criteria**"); and

WHEREAS, the Land (as defined below) is within an area designated as an Enterprise Zone under the Texas Enterprise Zone Act, Subchapter C, V.A.T.C., Texas Government Code §2303 et seq., as amended, which area is therefore designated as a reinvestment zone ("**Zone**"), by the Property Redevelopment and Tax Abatement Act, Subchapter C, V.A.T.C., Texas Tax Code §312 et seq., as amended ("**Act**"); and

WHEREAS, the Guidelines and Criteria govern tax abatement agreements to be entered into by County under the Act; and

WHEREAS, in order to maintain and enhance the commercial and industrial economic and employment base of County, it is in the best interest of County to enter into this Agreement in accordance with said Act; and

WHEREAS, Company intends to develop a wind power project, in Hidalgo and Starr Counties, Texas (the "**Hidalgo/Starr Wind Farm**", and the portion of the Hidalgo/Starr Wind Farm located in Hidalgo County, the "**Project**"), on the property designated on the map included in **Exhibit "C"**, approximately 100 megawatts of which will be located in Hidalgo County; and

WHEREAS, Commissioners Court finds that the contemplated use of the Land, the contemplated improvements Company will construct on the Land, which will require expenditures by Company in the minimum amount as set forth in this Agreement and projected expenditures by Company in the County in excess of one hundred million dollars, and the other terms hereof are consistent with encouraging development of the Zone in accordance with the purposes for its creation and are in compliance with the Act; and

WHEREAS, Company has submitted evidence to the County that the economic life of the Facility and eligible property exceeds the duration of the proposed tax abatement, and based on such evidence and the representations contained herein Commissioners Court has determined, in accordance with the Guidelines and Criteria that the economic life of the Facility and eligible property exceeds the duration of the tax abatement granted herein; and

WHEREAS, Commissioners Court has determined that it would be in the best interest of County to enter into an agreement with Company, pursuant to the Act, to abate a portion of the value of the improvements Company constructs on the Land, as well as a portion of the value of all personal property located on the Land and used in connection with operations on the Land that is eligible for abatement under the Guidelines and Criteria, excluding the Land itself (such improvements and personal property eligible for abatement hereunder are hereafter referred to as the "**Facility**," as described more specifically in **Exhibit "D"**).

NOW, THEREFORE, County for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged (which consideration includes the attraction of major investment in the Zone and the expansion of primary employment that contributes to the economic development of County and the enhancement of the tax base in County, and Company for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged (which consideration includes the tax abatement set forth herein, as authorized by the Act), do hereby contract, covenant and agree as follows:

ARTICLE I

GENERAL PROVISIONS

1.01 Terms defined in the Guidelines and Criteria and used herein shall have the meaning given such terms in the Guidelines and Criteria unless otherwise defined herein.

1.02 Company represents and warrants that (i) Company is the Owner (as such term is defined in the Guidelines and Criteria) of the Facility and (ii) except as noted in the next sentence Company has, or will have prior to commencement of the Abatement Period, long-term lease interests and easement rights in the land on which the Facility will be located ("**Land**"), which is legally described in **Exhibit "B"**, which is attached hereto and is made a part hereof for all purposes. Company represents and warrants that with respect to two parcels of the Land (which are indicated on Exhibit B), Company will be the fee owner of a portion of such parcel of the Land to be determined in the future and shall own a leasehold interest on all of such parcel of the Land not so owned by Company. Company is not, however, requesting a tax abatement hereunder on the Land.

1.03 Notwithstanding anything to the contrary contained herein, the abatement granted in this Agreement only applies to the abatement of newly created value (as defined in the Guidelines and Criteria) resulting from improvements after the date hereof that Company makes to the Land and eligible personal property Company purchases and installs or builds upon the Land in constructing the Facility in accordance with the terms hereof, and excludes the value of the Land. The Project, the Facility and the Land are located within the Zone and are within County's taxing jurisdiction. Company understands and agrees that the portions of the Hidalgo/Starr Wind Farm located outside of Hidalgo County are not considered part of the Project, the Facility or the Land for purposes of this Agreement.

1.04 Company understands that, in accordance with the Guidelines and Criteria, tax abatements are granted by County based on the Capital Cost of the improvements made

or on Jobs created, and as this Project is not expected to qualify based on Jobs created, that the tax abatement hereunder shall be granted based on the Capital Cost of improvements made on or after the date of execution of this Agreement by the Project as a whole as may be reasonably determined by the Hidalgo County Appraisal District and County.

1.05 Company represents and warrants that the Land is not included in an improvement project financed either in whole or in part with tax increment bonds or notes.

1.06 This Agreement is entered into subject to the rights of holders of outstanding County bonds.

1.07 Company represents and warrants that no interest in the Land or the Facility is presently owned or leased by a member of Commissioners Court, and Company agrees that it shall not sell or lease an interest in the Land or the Facility to any County officer or employee, or any member of the governing body of any taxing unit joining in or adopting this Agreement, until the earlier of the expiration of the Abatement Period (as defined in Section 3.02) or the termination of this Agreement.

1.08 Company represents and warrants as follows:

(a) with respect to the Hidalgo/Starr Wind Farm, Company has not executed or received, as of the date of this Agreement, a tax abatement or other economic development incentive or agreement with or from any government body other than County; except for (i) the tax abatement agreement executed as of March 24, 2014, with Starr County, Texas, between Company and Starr County for the portion of the Hidalgo/Starr Wind Farm located in Starr County and (ii) Company has applied for economic development incentives from Edinburg Consolidated Independent School District and Rio Grande City Consolidated Independent School District.

(b) Company filed the application for tax abatement with County prior to commencement of construction as defined in Section IV.A.(1)(a)-(f) of the Guidelines and Criteria and that such commencement has not yet occurred;

(c) Company is duly qualified to conduct business in Texas, including, without limitation, building the improvements and operating the Facility;

(d) this Agreement constitutes the valid and enforceable obligation of Company in accordance with its terms; and

(e) Company has all necessary right, title, license and authority to enter into this Agreement and the execution and performance of this Agreement by Company have been duly authorized by all necessary laws, resolutions and corporate or other entity action.

1.09 Company has provided tax certificates verifying that no taxes are past due with respect to all real property owned by Company within the Zone and agrees not to allow any taxes on real property it owns within the Zone to become past due, subject only to timely appeals during the

pendency of such appeal, during the term hereof. The County is not requiring Company to produce tax certificates with respect to real property owned by other parties.

ARTICLE II

IMPROVEMENTS; JOBS

2.01 (a) Company agrees to construct or cause to be constructed an Eligible Facility (as defined in the Guidelines and Criteria) on the Land, and to acquire, construct, or cause to be constructed real property improvements, machinery, and equipment necessary to operate the Facility.

(b) The cost of the real and personal property improvements Company proposes to make on the Land and that are eligible for abatement in accordance with the Guidelines and Criteria (which real and personal property is described in the definition of the Facility in Exhibit D hereto), including architectural and related fees, shall be approximately One Hundred Fifty Million Dollars ($150,000,000), at least One Hundred Million Dollars ($100,000,000) of which is expected to be listed on Hidalgo County Appraisal District's tax rolls. For the avoidance of doubt, Company agrees that, at a minimum, Capital Costs (as that term is defined in the Guidelines and Criteria) of the Facility will exceed Twenty Five Million Dollars ($25,000,000) and therefore qualifies as an Extraordinary Impact project (as such term is defined in the Guidelines and Criteria). The approximate location of the Facility is reflected on a preliminary site plan attached hereto as Exhibit "C" and made a part hereof for all purposes. Company reserves the right to revise the attached preliminary site plan as Company deems necessary and appropriate.

(c) Company represents and warrants that the Facility is expected to create three (3) new Jobs (as defined in Section II.R. of the Guidelines and Criteria). Company currently offers, and agrees to maintain during the Abatement Period, a competitive compensation and benefits package with respect to all jobs at the Facility, in accordance with wind energy industry practices.

2.02 Company shall submit, which may be through use of an agent, reports to County in accordance with Section IX.B. of the Guidelines and Criteria.

2.03 Company covenants and agrees that the Facility shall be a renewable energy facility. Attached hereto as **Exhibit "D"** is a schedule of improvements, equipment, machinery, and eligible personal property that Company will construct or purchase and install to develop the Facility, subject to improvements to facilitate power storage, and such non-substantive changes as Company may determine in its sole discretion are necessary during the course of construction of the Facility on the Land. Company agrees to continuously operate the Facility on the Land during the Abatement Period; provided, however, that failure to operate continuously due to a contingency, cause, action, or event described in Sections 5.02 (1), (4), (5), or 5.06 shall not constitute a breach of this Agreement except as may be provided in those provisions.

2.04 Company covenants and agrees to begin constructing the Facility in the Zone on or before October 15, 2016.

2.05 Company represents that the economic life of the Facility and eligible property will exceed ten years. Based on such representation and evidence submitted by Company to the County, the County determines in accordance with the Guidelines and Criteria that the economic life of the Facility and eligible property exceeds ten years.

ARTICLE III

PROPERTY SUBJECT TO TAX ABATEMENT

RATE OF TAX ABATEMENT

TERM OF TAX ABATEMENT AND RELATED PROVISIONS

3.01 Subject to the terms of this Agreement, County shall abate Company's County ad valorem taxes in each year of the Abatement Period in an amount equal to the Tax Abatement Percentage (as defined below) multiplied by the Facility's newly created value determined in accordance with the Guidelines and Criteria, but only to the extent that such newly created value is reflected on County's tax rolls in each such year.

3.02 The applicable Tax Abatement Percentage under this Agreement shall be in accordance with the Guidelines and Criteria and shall be fixed by the parties through an addendum to this Agreement after evidence of the Capital Cost of the improvements constructed or installed by Company for the Facility is certified by Company and approved by County. Based on the projected amount to be invested in the Project, the Company and County anticipate that the applicable Tax Abatement Percentage pursuant to the Guidelines and Criteria in each year of the Abatement Period will be the maximum Tax Abatement Percentage (eighty percent (80%)) of the newly created value. In the event the initial Capital Cost qualifies the Facility for less than the maximum Tax Abatement Percentage, additional investments constituting Capital Costs that are made in accordance with this Agreement may be added to the initial Capital Cost, and such revised Capital Cost shall be used to determine the applicable Tax Abatement Percentage for the remainder of the Abatement Period commencing with the first ad valorem tax year commencing after such revised Capital Cost is certified by Company and approved by County. Any such increase in the Tax Abatement Percentage shall be fixed by the parties through an additional addendum to this Agreement after evidence of the additional Capital Cost of the additional improvements constructed or installed by Company for the Facility is certified by Company and approved by County.

3.03 The abatement of ad valorem taxes shall be for a period (the "**Abatement Period**") that shall

(a) commence on the commencement of the first ad valorem tax year after each of the following events have occurred:

(i) construction of the Facility has been completed,

(ii) Company has provided documentation confirming the Capital Cost of the Project and the number of Jobs created;

(iii) the Capital Cost or Jobs created meets or exceeds the minimum amount required by the Guidelines and Criteria for granting tax abatements; and

(iv) the newly created value may be ascertained from the tax rolls of the Hidalgo County Appraisal District, and

(b) end on the earlier of:

(i) ten (10) years following such commencement,

(ii) December 31, 2030,

(iii) the occurrence of any event which would terminate this Agreement by operation of law,

(iv) Company's breach of any provision of this Agreement, which breach is not cured within the Cure Period, (as defined below), or

(v) Company's failure to comply with any provision of the Guidelines and Criteria as discussed in Article V of this Agreement.

3.04 The percent of increase in newly created value (as reflected in the tax rolls of the Hidalgo County Appraisal District) to be abated (the "**Tax Abatement Percentage**") is the greater of the abatement percentage determined by the Capital Cost involved in the Project, or the abatement percentage determined by the number of full-time jobs created, as set forth in the following table:

Percent of Increase in Newly Created Value To be Abated	Capital Cost of the Project	Number of Jobs Created
0%	Less than $1,500,001	0-25
25%	$1,500,001 up to and including $5,000,000	26-50
50%	Over $5,000,000 up to and including $10,000,000	51-100
80%	Over $10,000,000	101 or more

The estimated value of the abatement (as such term is defined below), based on the Company's good faith estimate of how the Hidalgo County Appraisal District will value the eligible improvements, is Four Million Three Hundred Forty Nine Thousand Nine Hundred Fifty Two Dollars ($4,349,952.000). "**Estimated value of the abatement**" means the additional property taxes that would be due to the County from the Company but for the tax abatement granted in this Agreement.

3.05 This Agreement does not change any right of Company to protest or contest, in accordance with applicable law, any and all appraisals of, or assessments of taxes on, the Facility, and the tax abatement provided for herein for such Facility shall be applied to the amount of taxes finally determined as a result of such protest or contest, to be due for such property.

ARTICLE IV

FILING OF PLANS, CERTIFICATION OF COSTS, COUNTY ACCESS TO PREMISES AND USE OF PREMISES AND IMPROVEMENTS

4.01 Company shall file construction plans for the Facility with County by June 1, 2016. The construction plans as filed shall be deemed to be incorporated herein by reference and made a part hereof for all purposes, and the Facility shall be completed in substantial conformity to said plans. Company may elect to amend or modify the construction plans, provided the amendments or modifications comply with all applicable codes, rules and ordinances, and are not otherwise contrary to this Agreement.

4.02 Upon completion of the Facility, Company shall file (i) "as built" construction plans with County, which plans shall detail improvements (which shall be certified by the architect if Company uses an architect) on the Land, including purchases of personal property and related expenditures made to construct the Facility, (ii) the manufacturer's certificate of completion with respect to the manufacture of the wind turbines installed at the Facility and (iii) the general contractor's certification as to the completion of construction of the Facility (including the detail specified above). At the time of filing the as built construction plans, Company shall also provide County with reports as required by Section IX.B. of the Guidelines and Criteria. On or before January 31, of each year of the Abatement Period (and the year immediately following the end thereof), Company shall provide County with reports supporting job creation as of December 31 of each year of the Abatement Period, as required by Section IX.B. of the Guidelines and Criteria. On an annual basis, Company shall also provide County a detailed list of Company's eligible personal property at the Facility and the estimated value of each item.

4.04 Company agrees to supply audited reports to the County and the Hidalgo County Appraisal District to establish the construction cost of improvements constructed pursuant to this Agreement and/or the jobs created.

4.05 Company represents that it anticipates that appropriate personnel to escort County personnel will not always be available onsite to allow safe access to the Facility for inspections. In order to facilitate inspections, Company agrees to provide County employees and/or designated representatives of the County escorted access to the Facility during the term of this Agreement, including the Abatement Period, with at least two (2) business days' advanced notice, to inspect the Facility and the Land to determine if Company is in compliance with the terms and conditions of the Agreement. Upon completion of construction, County has the right to annually evaluate the Facility to ensure compliance with the Agreement. Company shall provide County with an escort for all such inspections.

ARTICLE V

BREACH

5.01 In the event Company fails to commence constructing the Facility in the Zone on or before October 15, 2016, this Agreement shall terminate effective as of the original date of this Agreement and County shall be entitled to recapture and collect payment of all ad valorem taxes abated under this Agreement by any and all means allowed by law, and as provided herein.

5.02 In the event the Facility is completed and begins operation, and Company:

1. voluntarily ceases to operate the Facility for a continuous period of eighteen (18) months;

2. allows ad valorem taxes owed to County to become delinquent;

3. relocates the Facility or the job creating activity outside the Zone;

4. breaches or fails to comply with any material term, condition, or representation contained in this Agreement; or

5. uses or allows the use of the Facility for any purpose not related to the generation, storage and/or transmission of renewable energy for a period greater than 180 days in any calendar year of the Abatement Period,

County may elect to terminate this Agreement and recapture abated taxes in accordance with Section 5.05 of this Agreement and the Guidelines and Criteria, unless such breach is cured within the Cure Period, as defined in Section 5.03. Company shall pay recaptured taxes to County within sixty (60) days from the date the Agreement terminates.

5.03 Should County determine that Company has breached this Agreement or the Guidelines and Criteria, County shall notify Company in writing via certified or registered mail to the following address:

Leslie Frieman
General Counsel
Hidalgo Wind Farm, LLC
808 Travis Street, Suite 700
Houston, Texas 77002
Email: legalnotices@edpr.com

with a courtesy copy to:

Renn Neilson
Baker Botts L.L.P.
910 Louisiana Street
Houston, Texas 77002

or to such other address, or to the attention of such person, as Company may, from time to time, designate in writing. If such breach is not cured within sixty (60) days from the date of such

notice (the "**Cure Period**"), then this Agreement may be terminated by order of the Commissioners Court.

5.04 If Company and County disagree as to whether a breach has occurred or been timely cured, venue for an action to determine Company's and County's rights will lie in Hidalgo County, Texas. The period for Company to cure any breach of this Agreement shall be tolled from the filing of any official action to resolve questions arising from an attempt at cure to the final resolution of any such action.

5.05 If County terminates this Agreement, County shall have the right to recapture a percentage of the total taxes previously abated in accordance with the recapture schedule in Section VIII of the Guidelines and Criteria.

5.06 Notwithstanding any other provision of this Agreement, County may not terminate this Agreement if Company's breach is caused by force majeure and Company cures such breach within ninety (90) days following the end of the force majeure event. Force majeure means any contingency or cause beyond Company's control, including, without limitation, acts of God or public enemy, war, sabotage, vandalism, riot, civil commotion, insurrection, governmental acts, fires, storms, explosions, floods, tornadoes, strikes, and broad-based extraordinary economic events.

ARTICLE VI

SALE, ASSIGNMENT OR LEASE OF PROPERTY

6.01 It is contemplated by the parties hereto that the Company's purpose for making the improvements set forth in Article II is for the creation and operation of a renewable energy generation project.

6.02 In accordance with Section IX.C. of the Guidelines and Criteria, Company shall not have the right, without the written consent of County, to assign all or part of its interest in the Land, the Project, or this Agreement and maintain the tax abatement hereunder. Such consent shall not be unreasonably withheld. It shall be deemed reasonable for County to withhold consent with respect to any party that is delinquent in the payment of any taxes to County. Notwithstanding the foregoing, Company shall have the right without the consent of the County to collaterally assign its interest in the Land, Project, or this Agreement in connection with any financing of the Project; provided (i) such assignee is not delinquent in the payment of any taxes to the County, (ii) the County is given prompt notice of such assignment and (iii) Company remains liable under this Agreement.

ARTICLE VII

COMMISSIONERS COURT AUTHORIZATION

7.01 This Agreement was authorized by order of the Commissioners Court dated the 16th day of December, 2014, authorizing the County Judge to execute this Agreement on behalf of the County.

ARTICLE VIII

SEVERABILITY

8.01 In the event any section, subsection, paragraph, subparagraph, sentence, phrase or word herein is held invalid, illegal, or unenforceable, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase, and word. In such event there shall be substituted for such deleted provision as similar in terms and in effect to such deleted provision as may be valid, legal, and enforceable.

ARTICLE IX

APPLICABLE LAW

9.01 This Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas. Venue for any action related to this Agreement shall be in Hidalgo County, Texas.

ARTICLE X

COUNTERPART EXECUTION

10.01 This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which in the aggregate shall constitute one agreement.

[SIGNATURE PAGE FOLLOWS]

EXECUTED and made effective as of this the 16th day of December, 2014.

HIDALGO COUNTY, TEXAS

ATTEST:

By:_____
Name: Ramon Garcia
Title: Hidalgo County Judge

_____
Arturo Guajardo, Jr.
County Clerk

HIDALGO WIND FARM LLC

By: _____
Name: Steve Irvin
Title: Executive Vice President – Central Region

Exhibit A

TAX ABATEMENT GUIDELINES AND CRITERIA

Exhibit B

The Land includes those portions of the following tracts of land located in Hidalgo County. The Land owned by the Company is indicated by an *.

Property ID	**Legal Description**
245221	NEWMAN'S, G.O N1/2 SEC 1 LGE 2 320AC NET
245258	NEWMAN'S, G.O SEC1-W1/2,SEC2-E1/2 & N1/2-SW 1/4,SEC7-E80AC-NE1/4 & W1/2- E1/2,SEC8-EXC 2AC 1591.68ACNET
245310	NEWMAN'S, G.O SEC 8 LGE 3-2 AC OUT OF 640ACS 2 AC FOR BLDG
344860	NEWMAN'S, G.O SEC 2 - SW 1-4TH & SEC 6 - N1/2 LGE. 1, 480 ACS.
245269	H.C.S.L. (G O NEWMAN) 4.5 AC - 5.5 AC - NW 1/4 SEC 3 LGE 3 (4.5 AC NET)
223146	LOS GUAGES & MAGUELLES SEC 20 - E100-S320 AC
223147	LOS GUAGES & MAGUELLES SEC 20 E150-W220-S320 AC
543466	LOS GUAGES & MAGUELLES N1590.86'-W1273.11'-E2973.5' & S3181.74'-E137.5'-W2973.5' SEC 23 62.23AC GR 60.90AC NET
692793	LOS GUAGES & MAGUELLES W475'-N475' LOT 21 5.18AC NET
223150	LOS GUAGES & MAGUELLES SEC. 21 N1/2 E1/2 160 AC.
223151	LOS GUAGES & MAGUELLES UND 1/2 INTEREST IN 640ACRE TR SEC 22
223158	LOS GUAGES & MAGUELLES SEC 29 640AC GR 630.27AC NET
223137	LOS GUAGES & MAGUELLES SEC 11 E 200 AC
223165	LOS GUAGES & MAGUELLES SEC 33 W 1/2 - 320 AC
245273	H.C.S.L. (G O NEWMAN) SEC 4 LGE 3 294 AC EXC N193'-E395' 292 .51 AC NET
245315	H.C.S.L. (G O NEWMAN) SEC 5-FRACL. 294 ACS SEC 6-W1/2 320 ACS LGE 4 614 AC NET
245316	H.C.S.L. (G O NEWMAN) SEC 6 N40AC/NE1/4 LGE 4
245321	H.C.S.L. (G O NEWMAN) SEC 6 S40AC/N80AC/NE1/4 LGE 4
245320	H.C.S.L. (G O NEWMAN) SEC 6-SE1/4 EXC 1AC LGE 4 159 AC 156.36 AC NET
245263	H.C.S.L. (G O NEWMAN) SEC 3 1.0 AC-S 100 SW 1-4TH- 100.0 AC N LGE 3 1.0 AC
551146	LOS GUAGES & MAGUELLES 640AC SEC 1 & S29AC SOUTH OF LOTS 29 & 30 EL BENADITO;598.29AC SEC 2 & S18.66AC SOUTH OF LOTS 30 & 31 EL BENADITO; SE 3.95AC SEC 3; E104.47AC PT IN SEC 8; 640AC SEC 9 640AC SEC 10 2674.37AC GR 2635.03AC NET
245314	H.C.S.L. (G O NEWMAN)-S612.94ACS-EXC SE23.53AC SEC 3 & S284.73AC SEC 4 LGE 4 874.14AC GR 861.87AC NET
245268	H.C.S.L. (G O NEWMAN) SEC 3-NE1/4 EXC 1AC LGE 3 155.36 AC NET
223138	LOS GUAGES & MAGUELLES W4709.5' SEC 12 & E618.75' SEC 13 AKA TR 2 573.46AC GR 568.86AC NET

690360	LOS GUAGES & MAGUELLES E2849.76'-W5704.35' AKA TR 5 SEC 18 301.02AC GR 298.26AC NET
223140	LOS GUAGES & MAGUELLES W 97.68 AC SEC 18 AKA TR 4
690357	LOS GUAGES & MAGUELLES BNG AN IRR TR W2473.8'-E3092.56' SEC 13 AKA PT OF TR 1 & SEC 18 EXC W97.68AC & EXC 3093' AKA TR4 226.87AC NET
690356	LOS GUAGES & MAGUELLES W4090.8' SEC 11 & E1237.5' SEC 12 AKA TR 3 573.46AC GR 571.01AC NET
690361[1]	LOS GUAGES & MAGUELLES E242.8' SEC 18 AKA PT OF TR 6 & W2650' SEC 19 300.15AC NET
245280	H.C.S.L (G O NEWMAN) S2343.75'-W1486.75' SEC 6 LGE 3 80AC
245278	H.C.S.L. (G O NEWMAN) N779' SEC 5 LGE 3 49AC NET
245276	H.C.S.L. (G O NEWMAN) SEC 5-S PT EXC 1AC & S98/N147AC LGE 3 236.90 AC.
223142	LOS GUAGES & MAGUELLES SEC 19 E 120 AC OF W 400 AC
223144	LOS GUAGES & MAGUELLES UND 1/2 INT SEC 19 E120-N 1/2 & W40 E120-S160AC 80.0AC
223156	LOS GUAGES & MAGUELLES 32.51AC TRNGLE TR-E8500'-N3205.15' SEC 27
223157	LOS GUAGES & MAGUELLES SEC 28 W 1/2 ALL SEC 30 960 AC
588487	LOS GUAGES & MAGUELLES 37.43AC IRR TR-E1300'-S1482.35' SEC 27
607987	H.C.S.L. (G O NEWMAN) E371.69'-W1858.44' EXC S288'-W150' SEC 6 LGE 3 39.01AC GR 38.74AC NET
223143	LOS GUAGES & MAGUELLES E79.995AC-S319.979AC SEC 19 & 68.498AC-W69.995AC-S319.979AC SEC 20 148.493AC GR 140.135AC NET
245291	H.C.S.L. (G O NEWMAN) E1115.06'-W2973.5' & E150'-W1636.75'-S288' SEC 6 LGE 3 120.99 AC GR 119.67 AC NET
729721	LOS GUAGES & MAGUELLES 320 AC-N1/2 SEC 20
223155	LOS GUAGES & MAGUELLES SEC 23 1.0AC-E1700.39'-N1590.86' 1.0AC NET
245270	H.C.S.L. (G O NEWMAN) SEC 3-NW1/4 EXC 9.53AC LGE 3 160 AC 150.47AC NET
543473	LOS GUAGES & MAGUELLES E2268.80'-W2836' SEC 23 234.03AC NET
729722	LOS GUAGES & MAGUELLES 320 AC-W1/2 EXC W475'-N475' SEC 21 314.81 AC
245265	H.C.S.L. (G O NEWMAN) SE1/4-SEC 3 EXC 1.0AC & S30' N60AC-SW1/4-SEC 3 EXC 1.68AC LGE 3 215.57AC
528295	NEWMAN'S, G.O 0.50AC-1AC-SE 1/4 SEC 3 LGE 3 0.50AC NET

[1] Two parcels (indicated as *), within this property will be sold to Hidalgo Wind Farm, LLC for the project substation and operations & maintenance building. These parcels are yet to be purchased, and will be assigned new parcel IDs upon closing of the sale.

223141	LOS GUAGES & MAGUELLES SE 1/4 SEC 28 160.0 AC NE 1/4 SEC 28 160.0 AC E 1/2 SEC 33 320.0 AC 640.0 AC
233153	LOS GUAGES & MAGUELLES S3181.74'-E2973.5' SEC 23 217.00AC
223149	LOS GUAGES & MAGUELLES SEC 21 S1/2-E1/2 160 AC
223157	LOS GUAGES & MAGUELLES SEC 28 W 1/2 ALL SEC 30 960 AC
223165	LOS GUAGES & MAGUELLES SEC 33 W 1/2 - 320 AC
644507	LOS GUAGES & MAGUELLES W1486.75' SEC 38 160AC
543473	LOS GUAGES & MAGUELLES E2268.80'-W2836' SEC 23 234.03AC NET
690361	LOS GUAGES & MAGUELLES E242.8' SEC 18 AKA PT OF TR 6 & W2650' SEC 19 300.15AC NET
223141	LOS GUAGES & MAGUELLES SE 1/4 SEC 28 160.0 AC NE 1/4 SEC 28 160.0 AC E 1/2 SEC 33 320.0 AC 640.0 AC
223153	LOS GUAGES & MAGUELLES S3181.74'-E2973.5' SEC 23 217.00AC
690360	LOS GUAGES & MAGUELLES E2849.76'-W5704.35' AKA TR 5 SEC 18 301.02AC GR 298.26AC NET
*	A tract of land containing 10.0 acres situated in the County Hidalgo, Texas, being a part or portion of a certain (300.98-acre) tract out of Sections 18 and 19 of the Subdivision of Los Guages and Los Maguelles Grants, according to the plat thereof recorded in Volume 10, Page 4, Hidalgo County, Map Records…said 10.0 acres also being more particularly described as follows: COMMENCING at the Southwest corner of said (300.98-acre) tract; THENCE, S 80° 34’ 04” E along the South line of said (300.98-acre) tract and within the right-of-way F.M. Road 490, at a distance of 242.80 feet pass the Southeast corner of said Section 18 and the Southwest corner of said Section 19, continuing a total distance of 1523.51 feet; THENCE, N 09° 15’ 27” E a distance of 40.00 feet to a point on the North right-of-way line of F.M. Road 490, for the Southwest corner and POINT OF BEGINNING of this herein described tract; 1. THENCE, N 09° 15’ 27” E a distance of 660.00 feet to the Northwest corner of this tract; 2. THENCE, S 80° 34’ 04” E a distance of 600.00 feet to a point on the East boundary line of said (300.98-acre) tract, for the Northeast corner of this tract; 3. THENCE, S 09° 15’ 27” W along the East boundary line of said (300.98-acre) tract, a distance of 660.00 feet to a point on the North right-of-way line of F.M. Road 490, for the Southeast corner of this tract; 4. THENCE, N 80° 34’ 00” W along the North right-of-way line of F.M. Road 490, a distance of 660.00 feet to the POINT OF BEGINNING and containing 10.00 acres of land, more or less
*	A tract of land containing 10.0 acres situated in the County Hidalgo, Texas, being a part or portion of a certain (300.98-acre) tract out of Sections 18 and 19 of the Subdivision of Los Guages and Los Maguelles Grants, according to the plat thereof recorded in Volume 10, Page 4,

	Hidalgo County, Map Records…said 10.0 acres also being more particularly described as follows: COMMENCING at the Southwest corner of said (300.98-acre) tract; THENCE, S 80° 34’ 04” E along the South line of said (300.98-acre) tract and within the right-of-way F.M. Road 490, at a distance of 242.80 feet pass the Southeast corner of said Section 18 and the Southwest corner of said Section 19, continuing a total distance of 2183.51 feet; THENCE, N 09° 15’ 27” E a distance of 40.00 feet to a point on the North right-of-way line of F.M. Road 490, for the Southwest corner and POINT OF BEGINNING of this herein described tract; 1. THENCE, N 09° 15’ 27” E a distance of 660.00 feet to the Northwest corner of this tract; 2. THENCE, S 80° 34’ 04” E a distance of 600.00 feet to a point on the East boundary line of said (300.98-acre) tract, for the Northeast corner of this tract; 3. THENCE, S 09° 15’ 27” W along the East boundary line of said (300.98-acre) tract, a distance of 660.00 feet to a point on the North right-of-way line of F.M. Road 490, for the Southeast corner of this tract; THENCE, N 80° 34’ 00” W along the North right-of-way line of F.M. Road 490, a distance of 660.00 feet to the POINT OF BEGINNING and containing 10.00 acres of land, more or less

Exhibit C

Map depicting land parcels and project infrastructure

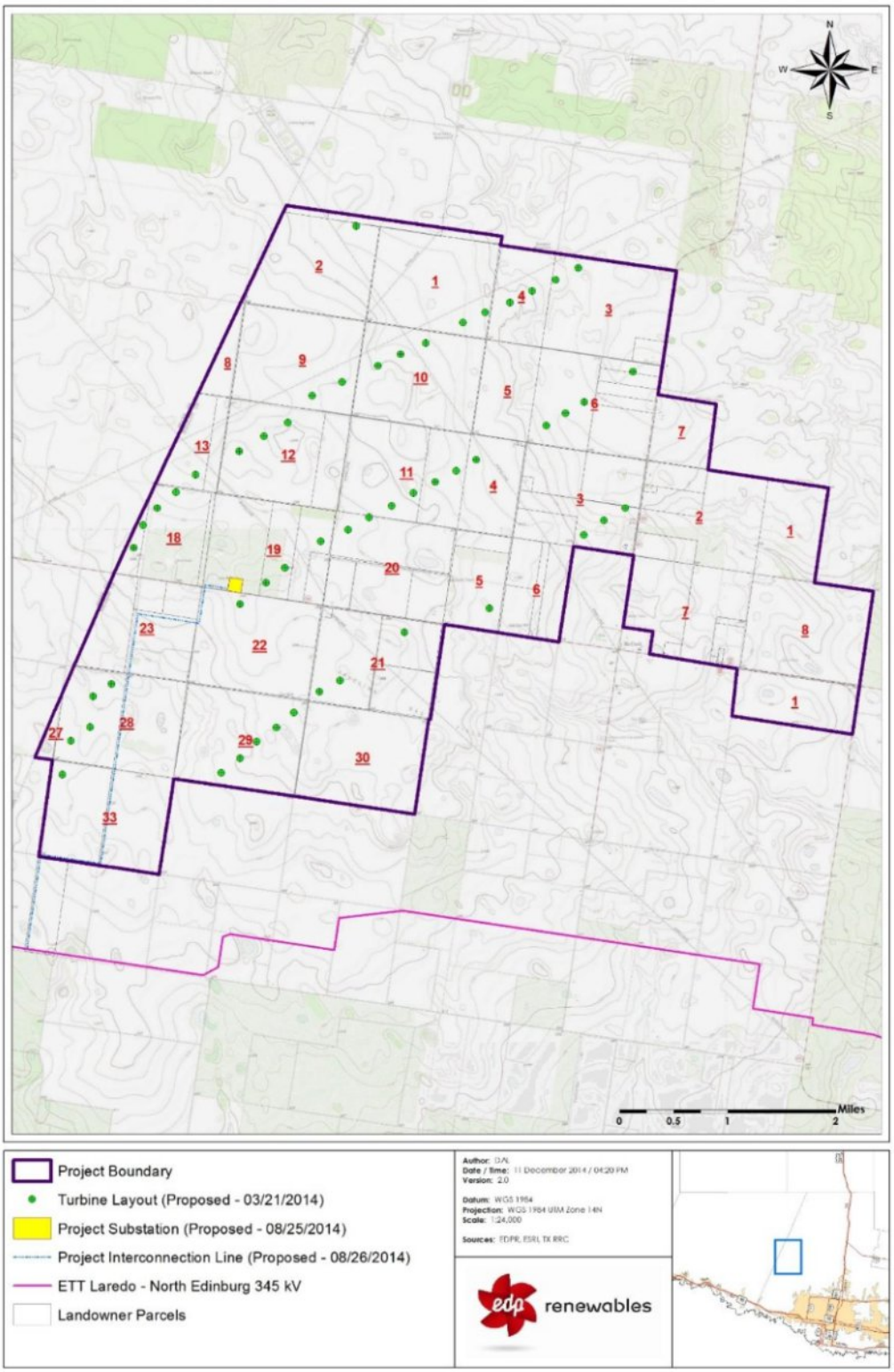

Exhibit D

Schedule of Building, Improvements, and Eligible Personal Property for the New Facility

- 50 Vestas V110 2.0 MW turbines and supporting towers;
- 50 reinforced concrete foundations supporting the turbines and turbine towers;
- Underground and overhead electrical collections system for transporting electricity from turbines to the project substation;
- 4 miles of 345 kV transmission line to the interconnect switchyard;
- Collection substation; and
- Operations and Maintenance building.

ORDER APPROVING TAX ABATEMENT AGREEMENT BETWEEN HIDALGO COUNTY, TEXAS, AND HIDALGO WIND FARM LLC

WHEREAS, the Commissioners Court of Hidalgo County, Texas, adopted Guidelines and Criteria for Granting Tax Abatements in Hidalgo County, Texas, effective December 16, 2014 (the "Guidelines and Criteria"), to allow Hidalgo County, on a case-by-case basis, to give consideration to providing tax abatement as a stimulation for economic development in Hidalgo County pursuant to chapter 312 of the Texas Tax Code, which have now expired.

WHEREAS, the Commissioners Court of Hidalgo County has considered the proposed tax abatement agreement between Hidalgo County, Texas and Hidalgo Wind Farm LLC.

WHEREAS, the Commissioners Court of Hidalgo County finds that the proposed tax abatement meets the Guidelines and Criteria, and has determined to grant tax abatement on the terms and conditions set forth in the proposed tax abatement agreement, including without limitation that the economic life of the proposed facility exceeds the duration of the proposed tax abatement and that Hidalgo Wind Farm LLC will not be required to provide tax certificates with respect to real property owned by other parties.

NOW, THEREFORE IT IS HEREBY ORDERED that the Commissioners Court of Hidalgo County, Texas, hereby approves and authorizes the Tax Abatement Agreement between Hidalgo County, Texas, and Hidalgo Wind Farm LLC, attached as Exhibit A.

PASSED, APPROVED, ADOPTED AND ORDERED this the 16th day of December, 2014, by the Commissioners Court of Hidalgo County, Texas.

SIGNED AND ENTERED ON THE ABOVE DATE BY THE FOLLOWING MEMBERS OF THE HIDALGO COUNTY COMMISSIONERS COURT

_____
RAMON GARCIA
County Judge

_____
A.C. Cuellar, Jr.
County Commissioner, Pct. 1

_____
HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

_____
JOE M. FLORES
County Commissioner, Pct.3

_____
JOSEPH PALACIOS
County Commissioner, Pct. 4

Attested to:

_____
ARTURO GUAJARDO, JR.
County Clerk

APPROVED AS TO FORM:
ATLAS, HALL AND RODRIGUEZ, L.L.P.

By: _____
STEPHEN L. CRAIN

EXHIBIT A

TAX ABATEMENT AGREEMENT BETWEEN HIDALGO COUNTY, TEXAS,

AND

HIDALGO WIND FARM LLC

ORDER ADOPTING GUIDELINES AND CRITERIA FOR GRANTING TAX ABATEMENTS IN HIDALGO COUNTY, TEXAS

WHEREAS, the Commissioners Court of Hidalgo County, Texas, adopted Guidelines and Criteria for Granting Tax Abatements in Hidalgo County, Texas, effective June 26, 2012, to allow Hidalgo County, on a case-by-case basis, to give consideration to providing tax abatement as a stimulation for economic development in Hidalgo County pursuant to chapter 312 of the Texas Tax Code, which guidelines and criteria have now expired.

WHEREAS, the Commissioners Court of Hidalgo County has considered Hidalgo County's tax abatement program and has determined to adopt new guidelines and criteria for granting tax abatements in order to better provide for the stimulation of economic development in Hidalgo County.

NOW, THEREFORE IT IS HEREBY ORDERED that the Commissioners Court of Hidalgo County, Texas, hereby adopts the Guidelines and Criteria for Granting Tax Abatements in Hidalgo County, Texas, attached as Exhibit A.

PASSED, APPROVED, ADOPTED AND ORDERED this the 16th day of December, 2014, by the Commissioners Court of Hidalgo County, Texas.

SIGNED AND ENTERED ON THE ABOVE DATE BY THE FOLLOWING MEMBERS OF THE HIDALGO COUNTY COMMISSIONERS COURT

_____
RAMON GARCIA
County Judge

_____
A.C. Cuellar, Jr.
County Commissioner, Pct. 1

_____
HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

_____
JOE M. FLORES
County Commissioner, Pct.3

_____
JOSEPH PALACIOS
County Commissioner, Pct. 4

Attested to:

_____
ARTURO GUAJARDO, JR.
County Clerk

APPROVED AS TO FORM:
ATLAS, HALL AND RODRIGUZ L.L.P.

By: _____
STEPHEN L. CRAIN

EXHIBIT A

GUIDELINES AND CRITERIA FOR GRANTING TAX ABATEMENTS IN HIDALGO COUNTY, TEXAS

Effective December 16, 2014

AI -47781 **County Judge's Office** **6. E.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Irma Saenz, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Discussion and approval of amendment to Economic Development Incentives Program Guidelines and Criteria under the provisions of Section 381.004.

BACKGROUND

Fiscal Impact

Attachments

381 Incentive Policy (proposed 12-12-2014 v3)
legal approval

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/12/2014 04:04 PM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Irma Saenz		Started On: 12/11/2014 03:01 PM
Final Approval Date: 12/12/2014		

ECONOMIC DEVELOPMENT INCENTIVES PROGRAM

GUIDELINES & CRITERIA FOR PARTICIPATION IN PROJECTS UNDER CHAPTER 381 OF THE TEXAS LOCAL GOVERNMENT CODE

SECTION I. GENERAL PURPOSE

The County of Hidalgo (the "County") has established an economic development program pursuant to Section 381.004 of the Texas Local Government Code. This program evidences the County's continuing commitment to improving the growth, sustainability and diversity of the local economy, and thereby contribute to the long-term prosperity of the County and its citizens.

In accordance with Section 381.004, the County authorizes the County Judge to continue to develop and administer this economic development program:

(1) for state or local economic development;

(2) for small or disadvantaged business development;

(3) to stimulate, encourage, and develop business location and commercial activity in the County;

(4) to promote or advertise the County and its vicinity or conduct a solicitation program to attract conventions, visitors, and businesses;

(5) to improve the extent to which women and minority businesses are awarded the County contracts;

(6) to support comprehensive literacy programs for the benefit of County residents; or

(7) for the encouragement, promotion, improvement, and application of the arts;

It is the policy of the County to implement its economic development program to

(1) cooperate with cities to improve the quality of life of their residents;

(2) plan for and promote the future development of the County, including communities, rural areas, and the Rio Grande Valley region; and

(3) eliminate duplication and promote efficiency in the coordinated economic development of Hidalgo County.

The County aims to be flexible and innovating in exploring various avenues for economic development through this program and welcomes input from the community regarding other ways to support economic development in the County.

DRAFT

Through this program, the County may provide incentives for certain private and/or public developers and businesses that make or will make a measurable difference in achieving economic growth and development, expanding and diversifying the tax base and creating new employment opportunities within the County, pursuant to Chapter 381, Texas Local Government Code.

The County may use grants or loans of County funds, tax incentives and, to the extent the legislature appropriates unclaimed money the comptroller receives under Chapter 74, Property Code ("Comptroller Funds"), any Comptroller Funds received by the County in carrying out the program.

This program includes training for County personnel, support for various programs and initiatives that contribute to these economic development goals and purposes stated above and support for industry and businesses.

This policy also includes standards by which new businesses or expansion of existing businesses, and new developments or re-developments may be considered for financial incentives. The County will only consider granting such incentives to business and industry to the help alleviate underdeveloped, unproductive and/or blighted areas in the County that, without such incentives, would not normally be developed or redeveloped.

It is the policy of the County that said consideration will be provided in accordance with the guidelines and criteria outlined in this document (the "Guidelines and Criteria"). The County is not obligated to grant any incentives to any applicant and nothing herein will imply or suggest that the County is under any obligation to provide such incentives to any applicant. All applicants will be considered on a case-by-case basis, and the decision to approve or deny any incentives to any particular applicant will be at the discretion of the Commissioners Court of the County. Adoption of these Guidelines and Criteria does not (1) limit the discretion of the Commissioners Court to decide whether to grant a specific incentive or enter into any related agreement, (2) limit the discretion of the Commissioners Court to delegate to its employees the authority to determine whether the Commissioners Court should consider a particular application for incentives or (3) create any property, contract or other legal right in any person to have the County consider or grant a specific application or request for incentives.

SECTION II. PROGRAM COMPONENTS.

A. **Economic Development Office Initiatives**. The staff of the County Judge's office tasked with oversight of economic development matters for the county (the "economic development office") shall as part of this program:
    i. implement and oversee marketing and advertising programs to support the purposes hereof; and
    ii. participate in training and educational programs concerning economic development, including travel and other incidental expenses related thereto.

B. **Literacy Programs and Arts Development Initiatives**. The County's economic development office is instructed to develop requirements for arts and literacy projects that may be supported through this program, including developing an appropriate application for this component of the program. Projects must demonstrate either support for economic development or increased attractiveness of the County for economic development. The County anticipates such projects will be nonprofit.

C. **Financial Incentives for Business and Industry.** Business and industry development projects meeting the Guidelines and Criteria set forth below may be considered for financial incentives as part of this program. The County will use its tax abatement application as the application for this program (with applicants required to provide such additional materials as required to meet the requirements hereunder), until such time, if any, as the economic development office opts to utilize a separate application.

D. **University of Texas System Medical School.** The County finds that assisting the development of the new University of Texas System medical school in the County (the "Medical School"), will substantially enhance economic development in the County through the construction and development of the Medical School, the operation of the medical school and the improvement to the health and welfare of the workforce. Until such time, if any, as a hospital district is approved and implemented for the Medical School, the County may include support of the Medical School under this program.

E. **Continuing and Grandfathered Projects.** The County finds that continuing existing programs funded by the County through Chapter 381 ("Continuing Projects") as well as Grandfathered Projects (as defined below) may help serve the economic development needs of the County. The County may include funding for Continuing Projects and Grandfathered Projects under this program.

SECTION III. AVAILABLE ECONOMIC DEVELOPMENT INCENTIVES

Given the extensive need for economic development in the County, this program incorporates the broad range of incentives that the County is authorized to offer, including the following:

- Reimbursement based on property tax increment payments*
- Assistance in pursuing grant/loan funding from other public agencies
- Making loans or grants of public money
- Providing personnel and services of the County
- Other forms of requested assistance as may be approved by the County

* While frequently referred to as rebates, the incentives are actually reimbursements of amounts paid by the applicant on improvements related to the project, which payments are made from the tax increment paid by the business, and not rebates in fact.

A. Comptroller Funds.

Each fiscal year, the County shall request Comptroller Funds.

Provision of funds to literacy and arts projects pursuant to Section II.B. above shall only be made as part of this program to the extent the County has sufficient Comptroller Funds available during the applicable year.

The County may also use Comptroller Funds for other purposes hereunder, except with respect to projects approved pursuant to Section II.C.

B. Tax Increment, Tax Abatement and Similar Incentives

With respect to projects included hereunder pursuant to Section II.C above, the incentives will be funded from property tax from the related property and may be granted for a period of not more than ten years. As a matter of general policy, more than one type of incentive (i.e., tax abatement, tax reinvestment zones, and Chapter 381 agreements entered into as a result of this policy) will not be used simultaneously unless the revenue stream from which the incentives granted in the Chapter 381 agreement are funded is derived from sources other than property tax.

The manner for calculating the tax increment will be included in the agreement, and will usually track the Tax Increment Financing Act calculation pursuant to the tax abatement guidelines. Generally, the development must commence within one year of applying for the incentive and construction must be completed within two years of execution of the agreement unless the agreement allows for construction in phases. The year the agreement is executed will be the base for determining the tax increment, and no incentive payment will be made until the calendar year following completion of the project and compliance with the employment requirements set forth in the agreement. In determining the amount of a tax increment from which an incentive may be calculated, any tax revenue resulting from a tax roll-back will not be considered as part of the award incentive. Any other artificial increases in tax revenue will also be excluded.

The amounts of incentives available hereunder will be governed by the tax abatement guidelines, provided that the agreement will require each year that the applicable tax abatement percentage will be reduced by 5% (for example, in year two, a 40% abatement will be reduced to 35%) or, in the case of Extraordinary Impact projects, 2.5%, with a 5% abatement being the floor.

Award of incentives requires the applicant to meet eligibility criteria and enter into an agreement with the County, which is approved by the Commissioners Court. The County may require a master development agreement as part of the application process when other public entities are participating in the Project.

The application process and incentive award is administered by the economic development office.

The Commissioners Court shall consider the percentage of the tax increment that the County will award as an economic incentive on a case-by-case basis through proper and reasonable negotiations with an applicant and other participating public entities. As a matter of general policy, the County will exclude any amount required for debt service when determining a participation or award amount.

C. Pilot Program on Job Creation and Retention.

As part of its endeavor to explore different approaches for economic growth in the County, in lieu of the other incentives available hereunder, incentives based on Job creation and retention will be available to Grandfathered Projects. The incentive available to a Grandfathered Project will be capped at the maximum incentive per year that, in the County's calculation, would have been applicable pursuant to the applicable original agreement. The incentive will be funded from the tax increment generated by the Grandfathered Project, with the base year being the base year that would have been applicable for the original agreement. January 1 of the base year will also be used in the applicable 381 agreement as the base for job creation and retention. The incentive available will be a maximum of $150 per job, provided the maximum incentive will be capped as set forth above.

D. Grants and Loans of Public Funds.

Except as expressly provided in these Guidelines and Criteria, the County will not make grants or loans of public funds of public funds pursuant to this program. Until such time as a hospital district is established and implemented for the Medical School, the County may, however, consider provision of public funds to the Medical School hereunder.

E. Provision of County Services and Personnel

Upon request, the County will consider provision of specific services and personnel on a case by case basis.

SECTION IV. MINIMUM REQUIREMENTS FOR FINANCIAL INCENTIVES TO BUSINESSES AND INDUSTRY

Except as otherwise set forth in this policy, in order to be considered for incentives under this program pursuant to Section II.C, a project must meet the following minimum requirements, and must explain in the project plan (submitted as part of the application) how the requirements are met:

A. The County pursues a stable, year-round economy with unemployment rates at least as favorable as the rest of Texas. The project must create at least 26 new jobs.

B. The County seeks to attract projects that will include substantial economic development for the County. The project must invest at least $1.5 million in real and personal property in the County.

C. The project, including all businesses and entities related to it, must comply with all applicable environmental and governmental regulations during the term of incentive agreement.

D. In the event the project is located in whole or in part in any municipality, the municipality must (i) fund at least 50% of the total costs of the proposed public improvements or

associated project costs for which incentives are provided by the County and (ii) assume responsibility for any future maintenance costs associated with such public improvements (if applicable).

Requirements:

- Application includes a statement of compliance with all applicable rules and regulations.
- Application includes a copy of city ordinance and related agreement that demonstrates funding and maintenance commitments toward the project.
- Such other documentation as required by the County.

Grandfathered Projects are deemed to have met the minimum requirements.

While the County is not obligated to grant incentives to any applicant, an applicant pursuant to Section II.C. must meet the minimum criteria set forth about in this section and qualify under Section V in order to be eligible for consideration for any incentives under these Guidelines and Criteria. A project meeting all of these criteria does not entitle the applicant to incentives for the project, and nothing contained herein limits the discretion of the Commissioners Court with respect to denying incentives.

This process is intended to ensure that projects the County invests in pursuant to Section II.C. of this program are of a certain quality, and that the projects match the region's needs and result in viable opportunities for the local workforce.

SECTION V. GENERAL CRITERIA

Projects meeting the minimum requirements set forth in Section IV above or within an exception below, will be evaluated on the following criteria and scored accordingly.

A. Overall Economic and Fiscal Impact

The project must demonstrate public purpose and economic benefit through advancement of the County's economic goals, including expanding the tax base, creating jobs, increasing private capital investment in the community, spurring development in targeted County locations; or encouraging development of targeted businesses or clusters desirable to enhance the County's economy.

Requirements:

- Economic impact analysis (jobs, economic activity)
- Net fiscal impact analysis
- Other project-specific items

B. Linkages to Local Economy

1. The County supports the development of underdeveloped areas, blighted areas, and targeted infill areas within the County. Specifically, the County desires to support

projects that benefit rural areas within the County and those areas with high unemployment.

2. The County supports the retention and expansion of existing businesses within the County, and the maintenance and attraction of headquarters operations to the County.

3. The County seeks to attract businesses within the industry clusters identified by Workforce Solutions in the Industry Cluster Analyses for the Rio Grande Valley: manufacturing, transportation, logistics and warehousing, business and professional services, retail, tourism, recreation and entertainment, and health services and medical technologies. In particular, the County seeks to encourage development of new industry clusters, such as telecommunications and technology. The applicant must be in a growing industry and demonstrate financial stability and capacity to complete the project.

4. The County of Hidalgo supports the attraction and retention of companies that have strong regional, national, or international markets for their products or services.

5. The County supports projects that create contracting opportunities for local firms, especially small and disadvantaged business.

Requirements:

- Application must include a detailed project plan, which covers the above criteria, including establishing goals for diversity in vendor contracting.
- Analysis of materials provided with application and information gleaned from secondary sources.

C. Infrastructure Impact

1. The County supports projects that positively impact the County and communities in the County, and that have a regional benefit beyond the proposed project.

Requirement:

- Application includes a detailed description of any public improvements that will be undertaken, how they will be funded, and a statement about how these improvements benefit the County, or an area and/or region of the County.

2. A project should generate revenues to the County which outweigh costs associated with incentives. The County will not consider projects that make a disproportionate demand on County's infrastructure.

Requirement:

- Net fiscal impact analysis, economic impact analysis, and other information included in application and obtained from other sources.

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3. The County supports projects that provide new public facilities (e.g., park and other public open space, libraries, hike and bike trails) and/or meet U.S. Green Building Council Leadership in Energy and Environmental Design Program (LEED) Standards/Certification.

Requirement:

- Documentation of public facilities, programs or services included in application.
- U.S. Green Building Council LEED Standards/Certification

D. Character of Jobs/Labor Force Practices

The County seeks to attract projects that create substantial employment opportunities, with an emphasis on the following:

1. The County will consider average wage paid and how wages compare to the local or national industry average. The County will also consider the median wage paid and how job categories and wages are distributed with the overall structure of the business. Specifically, the County is interested in jobs that pay a wage or salary equal to or greater than the then current Hidalgo County Median Wage as computed annually by the Texas Workforce Commission. (For example, 2006 Median wage was $19,582/year or $9.41/hour.)

2. The County seeks to attract projects in which the majority of the new hires are already residents of the County.

3. The County is interested in projects that provide education, training or other opportunities for advancement.

Requirements:

- Total of number of jobs created.
- Average and median wages compared to national/regional averages.
- Estimate of percentage of hiring from local labor force.
- Employee training plan or other information in application about available opportunities for advancement.

E. Extraordinary Impact

For a project to be eligible for additional consideration for incentives pursuant to these Guidelines and Criteria, the business or commercial development project, in the opinion of the Hidalgo County Commissioners Court, must meet all of the following additional criteria:

1. The project creates 250 or more jobs (as defined in Section IV.A. above).

2. The project invests $25 million or more in real and personal property within the County.
3. The project makes health benefits available to its employees, including paying at least 50% of the insurance premium.

Requirements:

- Economic impact analysis (jobs, economic activity).
- Net fiscal impact analysis.
- Documentation of health benefits.

F. Qualification By Means of Other Economic Development Programs (Grandfathered Projects)

In lieu of meeting the requirements set forth in Section V.A through E above, a project (each, a "Grandfathered Project") may be eligible for incentives hereunder if it meets the following criteria:

1. The applicant previously applied for economic development incentives from the County through a different program prior to adoption of these Guidelines and Criteria.
2. Commissioners Court previously approved economic development assistance through other County programs (such as tax abatement).
3. The applicant did not receive economic development assistance from County for the project due to issues involving lack of participation of a non-applicant owner of real property involved in the project.
4. The project has and is expected to continue to provide to the County the economic benefits for which the County originally approved economic development assistance, including that it has created or will create at least 26 jobs (as defined in Section IV.A. above) and that the project invests or has invested $1.5 million or more in real and personal property within the County.

Requirements:

- Update original application, including economic impact analysis (jobs, economic activity), and explanation of how the project meets the goals of this program.
- Net fiscal impact analysis.
- Documentation of jobs, investment and health benefits.
- Release the County from any and all obligations under original economic development incentive program and/or agreements.

G. Continuing Projects

In lieu of meeting the requirements set forth above in this Section V, a Continuing Project may be eligible for incentives hereunder if it meets the following criteria:

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1. The Continuing Project has received economic development incentives from the County through Chapter 381 within the fifteen months prior to the request for incentives hereunder.
2. The County is satisfied with the performance of the Continuing Project.
3. The request is for incentives of a similar kind to the previously granted incentives and is for the purpose of continuing and/or expanding the Continuing Project.

Requirements:

- Update original application, if any.
- Provide information on progress of the Continuing Project, ongoing needs and explanation of how the Continuing Project meets the goals of this program.

SECTION VI. APPLICATION AND EVALUATION PROCESS

The County will review the project plan and other materials submitted by the applicant. The economic development office may make a recommendation to Commissioners Court as to the suitability of a project and appropriate incentives as set forth below.

The decision to provide any economic development incentives will be considered on a project-by-project basis, in accordance with the criteria set forth in this policy, and at the discretion of the Hidalgo County Commissioners Court who, with respect to:

(i) Continuing Projects and applicants who submitted a written request for incentives through other economic development programs prior to January 1, 2014;
(ii) applicants concerning projects within any existing or proposed County transportation reinvestment zone in accordance with Section 222.107 of the Texas Transportation Code;
(iii) the Medical School; and
(iv) applicants concerning projects of Extraordinary Impact

may waive some or all of the requirements, criteria and application award process set forth in this policy if reasonable proof is shown of why the waiver is needed and of the benefit to the County of granting both the waiver and the economic development incentive.

The County will consider participating in projects pursuant to Sections II.B-C and E on a case-by-case basis when a fully completed application in a form provided by the County is received by the Office of the County Judge (or such other documentation as is required hereunder), which may be forwarded to such office by the applicable Precinct, and when the application is accompanied by all of the required information and any subsequent information requested by such office, which will be used by the economic development office and Commissioners Court to evaluate the County's participation in awarding incentives under a Chapter 381 agreement.

The information requested on the application will allow the County to assess the project's eligibility, perform a cost/benefit analysis of the proposed project, and evaluate the proposed project based on the County's incentive award amount criteria.

Applications should be received by the County Judge's Office no later than October 1, in order to have an agreement considered and executed in the same year that the application is submitted to the County; it being understood that certain applications may require additional time for review and that the County may decline to grant requested incentives in its discretion.

All information provided by the applicant that is labeled confidential shall be treated as confidential to the extent permitted by State law, including without limitation Section 312.003 of Texas Tax Code and Section 552 of the Texas Government Code. When an economic incentive is awarded by the Commissioner's Court, the core business data required to demonstrate eligibility will be included in the public report to the Commissioner's Court. The incentive agreement will also be available to the public.

Applicants for incentives under Section II.C must submit with the application, proof of having paid to the County a non-refundable application fee of $1,000 in accordance with the tax abatement guidelines, if applicable, (which may include proof of having previously paid such fee to the County in the case of a Grandfathered Project). Such fee is to partially offset the County's expenses in reviewing the application and shall not be refunded in the event the application is withdrawn by applicant or denied by the County. By paying the fee or submitting an application, the applicant agrees to these Guidelines and Criteria, including without limitation that the fee is non-refundable.

The application and award process is as follows:

1. The application is submitted to the County Judge's Office with a copy of the receipt issued by the Hidalgo County Treasurer evidencing payment of the application fee.

2. A determination of eligibility based on the minimum requirements, if applicable is made by the economic development office, and if the determination is that such requirements are not met, the applicant is so notified and the application process ends.

3. The application, if deemed to meet the minimum requirements, is referred to the auditor's office, budget office, tax office, planning department, and appropriate County precinct office for comments.

4. A representative from the budget office, tax office, planning department and each of the four County Precincts may submit recommendations to the economic development office as to how such representatives rate the project based upon the evaluation criteria.

5. The economic development office may then recommend what incentives, if any, the applicant should receive and length of incentive, based on the results of the evaluation criteria rating. If the economic development Office does not recommend an incentive, the economic development office shall so notify the applicant and the application process ends unless the Commissioners Court directs the economic development office to reconsider an application.

6. If an incentive is recommended, the project is referred to legal counsel for review and preparation of an agreement.

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7. The Economic Development Office recommends an economic incentive award amount, duration and type to the Commissioner's Court for their review and action.

8. The Commissioner's Court reviews the Economic Development Office's recommendation and may deny the application or take such other action as it deems appropriate, which may include approving the recommended incentive.

9. If an incentive is authorized by the Commissioner's Court, an appropriate agreement is entered into with the applicant, defining the terms and conditions of the award.

10. Except with respect to the projects qualifying pursuant to Section VF (which may commence construction after submission of the original application), Project construction may only commence after the appropriate agreement is entered with the applicant. Commencement of construction is considered to have taken place when any one of the following has occurred:

    a) A building permit has been issued for construction not associated with mitigating an environmental hazard;

    b) The project's site has been cleared and prepared for development;

    c) Construction (including renovations or tenant finish-out) has begun;

    d) Site specific infrastructure has begun to be installed; or

    e) Equipment, inventory, or employees have been relocated to the new site.

If at any stage the application is found to be missing required elements, or additional information is deemed to be needed, the application will be on hold until such time as the elements or information is provided. Any application on hold for 30 days will be deemed voluntarily withdrawn by the applicant. Receipt of the elements or information may cause the application to need to repeat steps in the process. An appeal of any action hereunder must be submitted to the Office of the County Judge, for review by the Commissioners Court, within thirty days of such action.

Without limiting the generality of the foregoing, incentives approved by the Commissioners Court are subject to the applicant (and any other parties required by the County) entering into a written agreement on terms acceptable to the County and the incentives will not be provided to the applicant absent such written agreement.

SECTION VII. COMPLIANCE

All economic development incentives will be formalized in a written agreement between the County, the applicant, and, if applicable, one or more cities. The recipient of the incentive will be required to meet the following performance criteria:

- Compliance with all applicable requirements under this policy.
- Compliance with all applicable governmental laws, rules and regulations.
- Jobs created as required in the agreement.
- Capital investment in real and personal property as required in the agreement.
- Compliance with wage requirements.
- Compliance with any other conditions imposed by the Economic Development Incentives Agreement.

The County reserves the right to audit the recipient to assure compliance with the Economic Development Incentives Agreement. The recipient will be required to certify compliance with any conditions imposed by the agreement prior to obtaining any reimbursement from the County. Non-compliance with any provisions, including failure to provide sufficient documentation of compliance on a timely result, will result in waiver of the incentives for the calendar year. In addition, the Commissioner's Court may discontinue or reduce any on-going incentives if the performance criteria are not met, including timely provision of such documentation.

The County may require such recapture and other enforcement provisions as it deems suitable in any applicable agreement under this program. Applicants are referred to the County's tax abatement guidelines for examples of recapture and other enforcement provisions, although the County reserves the right to use other or additional compliance and enforcement provisions as it deems appropriate in 381 agreements.

SECTION VIII. ADMINISTRATION

A. Access to Facility.

Each agreement will stipulate that employees and/or designated representatives of the County will have access to the project and related facilities during the term of the incentive or any applicable agreement to inspect the facility and/or improvements to determine if the terms and conditions of the granting of the incentive or of the agreement are being met. The County may execute a contract with any other jurisdiction(s) to conduct such inspections. All inspections will be conducted in a manner as to not unreasonably interfere with the construction and/or operation of the facility; provided however, the County may conduct "spot" inspections requiring no advance notification to application. All inspections will be made with one or more representatives of the owner, lessor or lessee, and in accordance with such party's safety standards.

B. Reports, Audits and Inspections.

Owners of facilities and lessees, if any, of eligible property for which incentives are granted will annually certify to the County that they are in compliance with the terms of the incentives and of any applicable agreement. In addition, owners and lessees will provide reports and records reasonably necessary to support each year of the agreement. Such reports and records will include information supporting job creation and retention requirements, information on property purchases, and status reports on the project's progress. Reports supporting job creation and retention shall include Texas Workforce Commission Reports (all Social Security numbers must be redacted prior to submitting such reports to the County) submitted to the State Comptroller on

a quarterly basis and a breakdown of all jobs with total annual hours per job. Upon completion of a project, property owners will provide the County with a final report (i) describing all property for which tax incentive is granted, (ii) providing documentation of the final investment costs and (iii) certifying the number of jobs created. If the incentives are granted to a lessor and lessee, the lessee will provide and certify the portion of the final report concerning the number of jobs created. This final report will be accompanied by the opinion of an independent certified public accountant as to its accuracy and completeness. The County will periodically evaluate each facility receiving an incentive to ensure compliance with the agreement and report possible violations of the agreement. The County will have the right to audit the books and records related to the eligible property and supporting the eligible property reports.

SECTION IX. DEFINITIONS

The following definitions apply to the use of terms herein:

A. "Base year value" means the taxable value of the applicant's real and personal property of a type eligible for tax abatement (which excludes inventory and supplies) located in a designated reinvestment zone on January 1 of the year of the execution of the Agreement.

B. "Comptroller Funds" has the meaning given such term in Section I above.

C. "Continuing Project" has the meaning given such term in Section II.E. above.

D. "County" has the meaning given such term in Section I above.

E. "Economic development office" has the meaning given such term in Section II.A. above.

F. "Grandfathered Project" has the meaning given such term in Section V.F. above.

G. "Guidelines and Criteria" has the meaning given such term in section I above.

H. "Job" means a permanent, full-time employment position, hired directly or contracted through another entity, that has provided or will result in employment of at least 1,820 hours in the position in a year. Any position providing less than the specified number of hours a year, regardless of the employer's designation of such position, or otherwise not intended as primary employment does not qualify as a "Job" for purposes of these Guidelines and Criteria. See Section V.D above for additional provisions concerning jobs.

I. "Medical School" has the meaning given such term in Section II.D. above.

J. "Personal property" means property that is not real property, and consists of intangible and tangible personal property. Intangible personal means a claim, interest (other than an interest in tangible property), right, or other thing that has value but cannot be seen, felt, weighed, measured, or otherwise perceived by the senses, although its existence may be evidenced by a document. It includes a stock, bond, note or account receivable, certificate of deposit, share account, share certificate account, share deposit account, insurance policy, annuity, pension, cause of action, contract, and goodwill. Tangible personal property means personal property that can be seen, weighed, measured, felt, or otherwise perceived by the senses, but does not include a document or other perceptible object that constitutes evidence of a valuable interest, claim, or right and has negligible or no intrinsic value.

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K. "Primary employment" means retention or creation of new jobs for residents of the County as a result of new, expanded or modernized building projects.

L. "Real property" means land, improvements, a mine or quarry, minerals in place, standing timber; or an estate, other than a mortgage or deed of trust creating a lien on property or an interest securing payment or performance of an obligation, in a property enumerated above.

M. "Tax Abatement Guidelines" means the County's most recent guidelines and criteria for tax abatements, as the same may be adopted or amended from time to time.

Additional definitions are found in the tax abatement guidelines

SECTION X. SEVERABILITY

If any provision, section, subsection, sentence, clause, or phrase of these Guidelines and Criteria, or the amendments duly adopted hereto, or the application of the same to any person, entity, or set of circumstances, is for any reason held to be unconstitutional, void, voidable, invalid, or contrary to any existing or prospectively enacted law or statute, the validity and enforceability of the remaining part of these Guidelines and Criteria and amendments thereto will not be affected thereby.

SECTION XI. SUNSET

These Guidelines and Criteria are effective upon the date of their adoption and will remain in force for two years unless amended by vote of the Commissioners Court, at which time all incentives and related agreements created pursuant to these provisions will be reviewed to determine whether the goals have been achieved. Based on that review, the Commissioners Court may modify or renew these Guidelines and Criteria or enact new guidelines and criteria. The County reserves the right to allow these Guidelines and Criteria to lapse on July 22, 2016, and to not thereafter adopt new guidelines and criteria.

DRAFT

Adopted July 22, 2014
Revised December 16, 2014

Zimbra **michael.leo@co.hidalgo.tx.us**

RE: Hidalgo County/Draft of Revised 381 Policy

From : Debra L. Goetz <dgr@atlashall.com> Fri, Dec 12, 2014 03:40 PM
Subject : RE: Hidalgo County/Draft of Revised 381 Policy 2 attachments
To : 'Michael Leo' <michael.leo@co.hidalgo.tx.us>
Cc : 'Bobby Villarreal' <roberto.villarreal@co.hidalgo.tx.us>, 'Steve Crain' <scrain@atlashall.com>

Michael,

As requested, the attached version is the approved version for the agenda.

Debra L. Goetz
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P. O. Box 3725
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From: Michael Leo [mailto:michael.leo@co.hidalgo.tx.us]
Sent: Friday, December 12, 2014 3:18 PM

AI -47804 **County Judge's Office** **6. F.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Irma Saenz, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Discussion and approval of Chapter 381 Economic Development Agreement between Hidalgo County and the University of Texas System

BACKGROUND

Fiscal Impact

Attachments

agree
legal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/12/2014 04:43 PM
Manuel Chapa	Manuel Chapa	12/12/2014 04:59 PM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Irma Saenz		Started On: 12/12/2014 08:48 AM
Final Approval Date: 12/12/2014		

CHAPTER 381
ECONOMIC DEVELOPMENT AGREEMENT

By and Between

HIDALGO COUNTY, TEXAS,

and

THE UNIVERSITY OF TEXAS SYSTEM.

Effective as of December 16, 2014

CHAPTER 381

ECONOMIC DEVELOPMENT AGREEMENT

This **CHAPTER 381 ECONOMIC DEVELOPMENT AGREEMENT** (this "***Agreement***") is entered into to be effective as of the 16th day of December, 2014 (the "***Effective Date***"), by and between **HIDALGO COUNTY, TEXAS** (the "***County***") and **The University of Texas System** ("***UT***").

RECITALS

WHEREAS, on August 26, 2014, the County, UT, and the Cities of Edinburg, McAllen, Mission, and Pharr (the cities hereinafter referred to as the "***City Parties***") signed a Memorandum of Understanding ("***MOU***") concerning commitments related to establishment of The University of Texas Rio Grande Valley Medical School ("***Medical School***") in order to advance the health, education and economy of the region; and

WHEREAS, UT committed to creating and operating in the lower Rio Grande Valley, the new Medical School, with the expectation that the Medical School will increase opportunities for economic development, including new and expanded research funding and technology transfer and commercialization; and

WHEREAS, operation of the Medical School will create new jobs and tax value, and will promote local economic development and stimulate business and commercial activity in the County; and

WHEREAS, under Chapter 381 of the Texas Local Government Code, the County has adopted an economic development program to promote local economic development and stimulate business and commercial activity within the County; and

WHEREAS, to ensure the success of the Medical School, the County committed to fund certain amounts in recognition of the increase in opportunities for economic development, pursuant to an economic development agreement; and

WHEREAS, MOU contemplates the County and UT entering into an agreement with respect to the provision of the funds committed by the County in the MOU and the parties have opted to proceed under option (ii) of the "The County of Hidalgo" heading of Section 4 of the MOU by executing this Agreement; and

WHEREAS, County and UT desire to set forth in this Agreement the terms and conditions of the payment to UT of County economic development funds; and

WHEREAS, the parties recognize that all agreements of the parties hereto and all terms and provisions hereof are subject to the laws of the State of Texas and all rules, regulations and interpretations of any agency or subdivision thereof at any time governing the subject matters hereof;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I

PURPOSE AND INTERPRETATION

UT is taking steps to establish the Medical School in accordance with Senate Bill 24, Regular Session, 83rd Texas Legislature, as codified in Chapter 79 of the Texas Education Code. Subject to the terms and conditions of this Agreement, the County will grant funds to UT each year from 2014 to 2023, in recognition of the increased opportunities for economic development in the County.

ARTICLE II

DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set out below:

2.1 ***"Agreement"*** has the meaning given such term in the introductory paragraph above.

2.2 ***"City Parties"*** has the meaning given such term in the recitals above.

2.3 ***"County"*** has the meaning given such term in the introductory paragraph above.

2.4 ***"Effective Date"*** has the meaning given such term in the introductory paragraph above.

2.5 ***"Medical School"*** has the meaning given such term in the recitals above.

2.6 ***"MOU"*** has the meaning given such term in the recitals above.

2.7 ***"Support Payments"*** means the County's payments pursuant to this Agreement.

2.8 The "***Term"*** of this Agreement (hereinafter so called) shall include, and extend until the earlier of, (a) the end of the payout periods of the Support Payments as set forth in this Agreement, or (b) the creation of a County or multi-county taxing district and either (i) the provision of that district of either an equivalent amount of support as that committed by the County and City Parties under the MOU or (ii) the acceptance and continuation by that district of the commitments made by the County and City Parties under the MOU.

2.9 ***"UT"*** has the meaning given such term in the introductory paragraph above.

ARTICLE III

UT'S OBLIGATION

SECTION 3.1. OBLIGATIONS UNDER MOU. UT remains obligated to the commitments set forth in section 3 of the MOU.

SECTION 3.2. SOLE OBLIGATION. The payment of all indebtedness and obligations incurred by UT in connection with the development, construction, and operation of the Medical School shall be solely the obligations of UT. The County shall not be obligated to pay any indebtedness or obligations of UT and shall only be obligated to reimburse UT for the Support Payments in accordance with the terms and conditions of this Agreement.

ARTICLE IV

PAYMENT OF SUPPORT PAYMENTS

SECTION 4.1. COUNTY'S OBLIGATION. The duty of the County to make Support Payments to UT for any purpose under this Agreement is limited in its entirety by the provisions of this Agreement, including without limitation Sections 7.3 and 7.4 below.

SECTION 4.2. TIME FOR MAKING PAYMENTS. During the Term, the County shall pay, each year from 2014 to 2023, a Support Payment of One Million Dollars ($1,000,000) per year to UT. The Support Payment for 2014 will be made as soon as

reasonably possible after the Effective Date of this Agreement. The Support Payments for 2015 through 2023 will be made on or around October 15th of each year.

ARTICLE V

COVENANTS

SECTION 5.1. COVENANTS OF UT. UT shall comply with the following covenants.

SECTION 5.1.1. ORGANIZATION. UT shall not change, or permit to be changed, its organizational documents in any manner that would materially adversely affect UT's obligations under this Agreement.

SECTION 5.1.2. BUSINESS OF UT. During the Term of this Agreement, UT shall work to establish the Medical School as required by Chapter 79 of the Texas Education Code and consistent with the terms of the MOU.

SECTION 5.2. COVENANTS OF THE COUNTY. The County shall comply with the following covenants.

SECTION 5.2.1. ORGANIZATION. The County shall not change, or permit to be changed, its organizational documents in any manner that would materially adversely affect UT or the County's obligations under this Agreement.

SECTION 5.3 FURTHER ACTIONS. The County and UT will do all things reasonably necessary or appropriate to carry out the objectives, terms and provisions of this Agreement and to aid and assist each other in carrying out such objectives, terms and provisions.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES

SECTION 6.1. REPRESENTATIONS AND WARRANTIES OF UT. UT represents and warrants to the County, as of the Effective Date, as follows:

SECTION 6.1.1. AUTHORITY. The execution, delivery and performance by UT of this Agreement is within its respective powers and have been duly authorized by all necessary action.

SECTION 6.1.2. NO CONFLICTS. Neither the execution and delivery of this Agreement, nor the consummation of any of the transactions herein contemplated, nor compliance with the terms and provisions hereof will contravene the organizational documents of UT or any judgment, decree, license, order or permit

applicable to UT, or will conflict or be inconsistent with, or will result in a breach of any of the terms of the covenants, conditions or provisions of, or constitute a delay under, or result in the creation or imposition of a lien upon any of the property or assets of UT pursuant to the terms of any indenture, mortgage, deed of trust, agreement or other instrument to which UT is a party or, to the knowledge of UT, by which UT is bound, or to which UT is subject.

SECTION 6.1.3. NO PENDING LITIGATION. There is no action, proceeding, inquiry or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending or, to the current actual knowledge of UT, threatened against or affecting UT or any subsidiaries of UT, questioning the validity or any action taken or to be taken by UT in connection with the execution, delivery and performance by UT of this Agreement or seeking to prohibit, restrain or enjoin the execution, delivery or performance by UT hereof, wherein an unfavorable decision, ruling or finding (i) would adversely affect the validity or enforceability of, or the authority or ability of UT to perform, its obligations under this Agreement or (ii) would have an adverse effect on the consolidated financial condition or results of operations of UT or on the ability of UT to conduct its business as presently conducted or as proposed or contemplated to be conducted (including the operation of the Medical School).

SECTION 6.1.4. NO DEFAULTS. UT is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any material agreement or instrument to which UT is a party or by which UT or any of its property is bound that would have any material adverse effect on UT's ability to perform under this Agreement.

SECTION 6.2. REPRESENTATION AND WARRANTIES OF THE COUNTY. The County represents and warrants to UT, as of the Effective Date, as follows:

SECTION 6.2.1. AUTHORITY. The execution, delivery and performance by the County of this Agreement is within its respective powers and have been duly authorized by all necessary action.

SECTION 6.2.2. NO CONFLICTS. Neither the execution and delivery of this Agreement, nor the consummation of any of the transactions herein or therein contemplated nor compliance with the terms and provisions hereof or thereof will contravene the governing documents of the County or any judgment, decree, license, order or permit applicable to the County, or will conflict or be inconsistent with, or will result in a breach of any of the terms of the covenants, conditions or provisions of, or constitute a delay under, or result in the creation or imposition of a lien upon any of the property or assets of the County pursuant to the terms of any indenture, mortgage, deed of trust, agreement or other instrument to which the County is a party or by which the County is bound, or to which the County is subject.

SECTION 6.2.3. NO PENDING LITIGATION. There is no action, proceeding, inquiry or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending or, to the current actual knowledge of the County, threatened against or affecting the County, questioning the validity of any proceedings taken or to be taken by the County in connection with the execution, delivery and performance by the County of this Agreement or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the County hereof, wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability of, or the authority or ability of the County to perform its obligations under this Agreement.

SECTION 6.2.4. NO DEFAULTS. The County is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any material agreement or instrument to which the County is a party or by which the County is bound that would have any material adverse effect on the County's ability to perform under this Agreement.

ARTICLE VII
PERSONAL LIABILITY OF PUBLIC OFFICIALS; FUNDING AUTHORITY

SECTION 7.1. COUNTY OFFICIALS. To the extent permitted by State law, no employee of the County, nor any commissioner, official or agent of the County, shall be personally responsible for any liability arising under or growing out of this Agreement.

SECTION 7.2. UT OFFICIALS To the extent permitted by State law, no employee of UT, nor any regent or agent of UT, shall be personally responsible for any liability arising under or growing out of this Agreement.

SECTION 7.3. COMMITMENT OF CURRENT REVENUES ONLY. The Support Payments made hereunder shall be paid solely from lawfully available funds that have been appropriated by the County. Under no circumstances shall the County's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Consequently, notwithstanding any other provision of this Agreement, the County shall have no obligation or liability to pay any Support Payments unless the County appropriates funds to make such payment during the year in which such Support Payment(s) is payable.

SECTION 7.4. AUTHORITY. If the final judgment of a court of competent jurisdiction determines that any party to this Agreement lacked the necessary authority to make a commitment expressed in the Agreement, the party is released from the commitment, and that party is entitled to and shall receive a refund of any money paid, transferred, or provided under this Agreement.

ARTICLE VIII
INFORMATION

UT shall, at such times and in such form as County may reasonably require, furnish periodic information concerning the status of the performance of its obligations under this Agreement as may be requested in writing by the County.

ARTICLE IX
MISCELLANEOUS

SECTION 9.1. ENTIRE AGREEMENT. This Agreement, including exhibits hereto, contains the entire agreement between the parties with respect to the transactions contemplated herein.

SECTION 9.2. AMENDMENT. This Agreement may only be amended, altered, or revoked by written instrument signed by all parties.

SECTION 9.3. SUCCESSORS AND ASSIGNS. In this Agreement, unless a clear contrary intention appears, reference to any party includes such party's successors and assigns, and reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns. This Agreement is not assignable without the prior written permission of the other party thereto.

SECTION 9.4. WAIVER. No term or condition of this Agreement shall be deemed to have been waived, nor shall there be any estoppel to enforce any provision of this Agreement, except by written instrument of the party charged with such waiver or estoppel.

SECTION 9.5. REMEDIES. Upon breach of this Agreement, including any of the covenants contained in Article V or the representations and warranties contained in Article VI, the aggrieved party shall have such remedies as are available in law or equity for breach of contract; provided, however, that no party shall be liable to any other party for incidental or consequential damages.

SECTION 9.6. NOTICES. Any notice, statement and/or communication required and/or permitted to be delivered hereunder shall be in writing and shall be mailed by first-class mail, postage prepaid, or delivered by hand, messenger, telecopy, or reputable overnight carrier, and shall be deemed delivered when received at the addresses of the parties set forth below, or at such other address furnished in writing to the other parties thereto:

UT:	Scott C. Kelley Executive Vice Chancellor for Business Affairs 201 West 7th Street Austin, TX 78701-2982 (512) 400-4560 (512) 499-2982 (fax)
COUNTY:	Hidalgo County 302 West University Drive Edinburg, Texas 78539 Attn: County Judge Telephone: (956) 318-2600 Facsimile: (956) 318-2699
With a copy to:	Hidalgo County Attorney Attn: Stephen L. Crain, Attorney Atlas, Hall & Rodriguez, LLP 818 Pecan Blvd. McAllen, TX 78501 Telephone: (956) 632-8221 Facsimile: (956) 686-6109

SECTION 9.7. APPLICABLE LAW. This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas, and venue shall lie in State courts located in Hidalgo County, Texas.

SECTION 9.8. SEVERABILITY. In the event any provision of this Agreement is illegal, invalid, or unenforceability under the present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and enforceability and is a similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

SECTION 9.9. NO THIRD-PARTY BENEFICIARIES. The County and UT intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any third-party beneficiary, or any individual or entity other than the County and UT or permitted assignees of the County and UT.

SECTION 9.10. NO JOINT VENTURE. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION 9.11. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which constitute one instrument.

SECTION 9.12. FORCE MAJEURE. Means an event beyond the reasonable control of a party obligated to perform an act or take some action under this Agreement including, but not limited to, acts of God, earthquake, fire, explosion, war, civil insurrection, acts of the public enemy, act of civil or military authority, sabotage, terrorism, floods, lightning, hurricanes, tornadoes, severe snow storms or utility disruption, strikes, lockouts, major equipment failure or the failure of any major supplier to perform its obligations.

EXECUTED to be effective as of the Effective Date.

COUNTY OF HIDALGO, TEXAS

By:_____
Name: Ramon Garcia
Title: County Judge

ATTEST:

_____
County Clerk

UNIVERSITY OF TEXAS SYSTEM

By: _____
Name: Scott C. Kelley
Title: Executive Vice Chancellor for Business Affairs

Zimbra **michael.leo@co.hidalgo.tx.us**

RE: Revised 381 Economic Development Agreement between County and UT System for Medical School

From : Debra L. Goetz <dgr@atlashall.com> Fri, Dec 12, 2014 05:31 PM

Subject : RE: Revised 381 Economic Development Agreement between County and UT System for Medical School 2 attachments

To : 'Leah Stewart' <lstewart@bbsfirm.com>

Cc : 'Brenda Strama' <bstrama@bbsfirm.com>, 'Roberto Villarreal' <roberto.villarreal@co.hidalgo.tx.us>, 'Steve Crain' <scrain@atlashall.com>, 'Alan Marks' <amarks@utsystem.edu>, 'Michael Leo' <michael.leo@co.hidalgo.tx.us>, 'Steven R. Collins' <scollins@utsystem.edu>

Leah,

Thank you for making the last round of changes, which look fine on this end. Please let us know if you will be providing originals signed by UT System before court on Tuesday.

Have a good weekend.

Debra L. Goetz
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502-3725
Direct Dial Number (956) 632-8242
Main Number (956) 682-5501
Fax Number (956) 686-6109
E-mail Address dgr@atlashall.com

E-MAIL NOTICE -- This transmission may be: (1) subject to the Attorney-Client Privilege, (2) an attorney work product, or (3) strictly confidential. If you are not the intended recipient of this message, you may not disclose, print, copy or disseminate this information. If you have received this in error, please reply and notify the sender (only) and delete the message. Unauthorized interception of this e-mail is a violation of federal criminal law.

This communication does not reflect an intention by the sender or the sender's client or principal to conduct a transaction or make any agreement by electronic means. Nothing contained in this message or in any attachment shall satisfy the requirements for a writing, and nothing contained herein shall constitute a contract or electronic

AI -47745 **Comm. Court Executive Office** **7. C.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

1. Appointment of Marcos Ochoa to fill vacancy of J.P. Pct. 3, Pl. 2 for the term beginning January 1, 2015
2. Approval of Official's Bond
3. Administer Oath of Office

BACKGROUND

Fiscal Impact

Attachments

email
bond

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/10/2014 12:04 PM
Obdett Calzada	Obdett Calzada	12/11/2014 03:55 PM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Monica Badillo		Started On: 12/10/2014
Final Approval Date: 12/12/2014		

Zimbra **monica.badillo@co.hidalgo.tx.us**

FW: Election Code-Resignation

From : Yvonne Ramon <yvonne.ramon@co.hidalgo.tx.us> Wed, Dec 10, 2014 11:06 AM
Subject : FW: Election Code-Resignation
To : valde guerra <valde.guerra@co.hidalgo.tx.us>
Cc : Monica Badillo <monica.badillo@co.hidalgo.tx.us>

Mr. Guerra,

Here is the email I sent Judge Garcia regarding JP Ochoa's position.

Respectfully,

Yvonne Ramón, CERA
Elections Administrator
The County of Hidalgo
(956)318-2570

From: Yvonne Ramon [mailto:yvonne.ramon@co.hidalgo.tx.us]
Sent: Monday, October 13, 2014 8:31 AM
To: 'Judge Ramon Garcia'; 'Yolanda Chapa'; 'Jaime Longoria'
Cc: 'julia.sullivan@co.hidalgo.tx.us'
Subject: Election Code-Resignation
Importance: High

Judge Garcia,

For your FYI, as per Election Code 201.001, Resigning or declining office, once JP Jose Ismael Ochoa is formally elected as per the canvassing, he must, in writing, decline the office. There is no "special form" for this declination. The person appointed to fill the remainder of JP Ochoa's position will continue until the end of the year and then that person (or another) will need to be reappointed for two years. The vacancy is to be filled by election "at the next general election" for the remainder of the unexpired term as per Election Code 202.002, which will then be until the November, 2016 General Election.

Should you have any questions, please do not hesitate to contact me.

Respectfully,

Yvonne Ramon
Elections Administrator
Hidalgo County

FILED
AT 11:49 O'CLOCK AM
DEC 15 2014
ARTURO GUAJARDO JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

Western Surety Company

RIDER

It is hereby mutually agreed and understood by and between the principal and Western Surety Company, that instead of as originally written:

The expiration date has been changed to read:
December 31st, 2016

No further changes other than above.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limits or conditions of the Bond, except as hereinabove set forth.

This Rider becomes effective on the 15th day of December, 2014, at twelve and one minute o'clock a.m., standard time.

Attached to and forming part of Bond No. 62189830 issued by WESTERN SURETY COMPANY of Sioux Falls, South Dakota, to Marcos Luis Ochoa.

Signed this 15th day of December, 2014.

WESTERN SURETY COMPANY

By _____
Paul T. Bruflat, Senior Vice President

Form F5147-6-2002

FILED
AT 11:49 O'CLOCK A M
DEC 15 2014
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Justice of The Peace Hidalgo County

bond with bond number 62189830

for Marcos Luis Ochoa
as Principal in the penalty amount not to exceed: $ 5,000.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 15th day of December, 2014.

ATTEST

L. Nelson
L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY

By Paul T. Bruflat
Paul T. Bruflat, Vice President

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 15th day of December, 2014, before me, a Notary Public, personally appeared Paul T. Bruflat and L. Nelson who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.

S. PETRIK
SEAL NOTARY PUBLIC SOUTH DAKOTA SEAL
My Commission Expires August 11, 2016

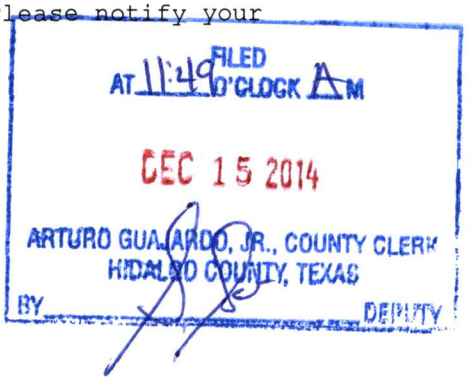
S. Petrik
Notary Public

Form F1975-1-2012

Bond/Policy No. 62189830

Important Notices

You have requested a change to one or more fields which may require an adjustment to the premium.
You will be notified by email how the premium is affected. Please notify your client accordingly.



AI -47182 **Comm. Court Executive Office** **7. D.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Rosie Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Civil Service (1100)/ Executive Office- Civil Service (1100):
1. Approval of the following personnel actions, effective 01/01/2015:

Action	Dept Name	Slot No.	Position Title	Amount
Delete	Civil Service 190-001	0001	Human Resources Specialist I	$29,078.00
Create	Civil Service 190-001	0002	Civil Service Liaison	$32,769.00

2. Approval to transfer the Civil Service to the Executive Office (Dept No. 125) effective 01/01/2015.
3. Approval of salary schedule(s).

BACKGROUND

As per section Sec. 158.009. Powers Of Commission, the commission may promulgate or may adopt and enforce rules in relation to personnel matters. Approved by the Civil Service Commission on 11/13/14.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** SEE BELOW

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

BUDGETARY IMPACT:

5-1100-415-50-190-001-0-XXX HUMAN RESOURCES DEPT:
NO BUDGETARY IMPACT/ SURPLUS FUNDS.

5-1100-XXX-XX-125-037-0- EXECUTIVE OFFICE (CIVIL SERVICE DIV)
SURPLUS FUNDS FROM DELETED HR SPECIALIST I POSITION IN THE HUMAN RESOURCES DEPT TO BE TRANSFERRED TO EXECUTIVE

OFFICE TO COVER SALARY AND FRINGE BENEFITS OF ONE NEW CIVIL SERVICE LIAISON POSITION.

ADDITIONAL FUNDING WILL BE PROVIDED VIA INTERDEPARTMENTAL TRANSFER. REF: AI 47757 CC 12/16/14

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

SURPLUS FUNDS FROM THE DELETED POSITION IN THE CIVIL SERVICE ACCOUNT (5-1100-415-50-190-001-0-XXX) WILL BE TRANSFERRED TO THE EXECUTIVE OFFICE- CIVIL SERVICE ACCOUNT (5-1100-415-50-125-037-0-XXX) VIA EMERGENCY TRANSFER ON 01/02/2015 (PENDING CC APPROVAL). EMERGENCY TRANSFERS FOR BUDGET YEAR 2015 CANNOT BE PROCESSED AT THIS TIME.

Attachments

FISCAL NOTE
PAR FORMS
JOB DESCRIPTION
sal sch

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/07/2014 08:51 AM
Human Resources	Debbie Tamez	11/14/2014 11:54 AM
Rosalinda Cantu (Originator)	Rosie Cantu	11/14/2014 01:30 PM
Obdett Calzada	Obdett Calzada	11/26/2014 08:31 AM
Rosalinda Cantu (Originator)	Rosie Cantu	12/12/2014 04:23 PM
Budget & Management	Veronica Ortiz	12/12/2014 04:27 PM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Rosie Cantu		Started On: 10/27/2014 01:08 PM
Final Approval Date: 12/12/2014		

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, December 16, 2014 Agenda Item: 47182

Summary of request/proposal:
EXEXUTIVE OFFICE- CIVIL SERVICE (1100):
APPROVAL TO CHANGE THE ACCOUNT NO. TO THE FOLLOWING FULL TIME POSITION:

Fund	Position	Slot #	Obj	Current Budgeted Salary/ Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	CIVIL SERVICE LIAISON CHANGE IN ACCOUNT#	0002	113	0.00	32,769.00	32,769.00
				0.00	32,769.00	32,769.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-XXX-XX-125-037-0-	113	EXECUTIVE CIVIL SERVICE-	REGULAR FULL TIME	$32,769.00
5-1100-XXX-XX-125-037-0-	211	EXECUTIVE CIVIL SERVICE-	HEALTH INSURANCE	$0.00
5-1100-XXX-XX-125-037-0-	212	EXECUTIVE CIVIL SERVICE-	LIFE INSURANCE	$0.00
5-1100-XXX-XX-125-037-0-	220	EXECUTIVE CIVIL SERVICE-	FICA	$2,506.83
5-1100-XXX-XX-125-037-0-	230	EXECUTIVE CIVIL SERVICE-	RETIREMENT	$3,483.34
5-1100-XXX-XX-125-037-0-	250	EXECUTIVE CIVIL SERVICE-	UNEMPLOYMENT COMP	$196.61
5-1100-XXX-XX-125-037-0-	260	EXECUTIVE CIVIL SERVICE-	WORKER'S COMP	$68.81
			2014 Budgetary Impact	$39,024.59

2015 Budgetary Impact: $39,024.59

Possible Funding Sources: SURPLUS FUNDS WILL BE TRANSFERRED FROM CIVIL SERVICE DEPT. TO EXECUTIVE OFFICE-CIVIL SERVICE DIV. TO COVER THE SALARY OF THE NEW CIVIL SERVICE LIAISON POSITION.

Comments:

ACCOUNT NO. TO BE CHANGED TO 5-1100-XXX-XX-125-XXX-0- EXECUTIVE OFFICE- CIVIL SERVICE DIV.
AS PER ACTION NO. 2 ON AGENDA ITEM NO. 47182.

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, December 16, 2014 Agenda Item: 47182

Summary of request/proposal:
CIVIL SERVICE (1100)-
APPROVAL TO DELETE & CREATE THE REGULAR FULL TIME POSITION(S) AS FOLLOWS:

Fund	Position	Slot #	Obj	Current Budgeted Salary/ Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	HR SPECIALIST I (DELETE)	0001	113	29,078.00	0.00	(29,078.00)
1100	CIVIL SERVICE LIAISON (CREATE)	0002	113	0.00	32,769.00	32,769.00
				29,078.00	32,769.00	3,691.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-415-50-190-001-0-	113	CIVIL SERVICE-	REGULAR FULL TIME	$3,691.00
5-1100-415-50-190-001-0-	211	CIVIL SERVICE-	HEALTH INSURANCE	$0.00
5-1100-415-50-190-001-0-	212	CIVIL SERVICE-	LIFE INSURANCE	$0.00
5-1100-415-50-190-001-0-	220	CIVIL SERVICE-	FICA	$282.36
5-1100-415-50-190-001-0-	230	CIVIL SERVICE-	RETIREMENT	$392.35
5-1100-415-50-190-001-0-	250	CIVIL SERVICE-	UNEMPLOYMENT COMP	$22.15
5-1100-415-50-190-001-0-	260	CIVIL SERVICE-	WORKER'S COMP	$7.75
			2014 Budgetary Impact	$4,395.61

2015 Budgetary Impact: $4,395.61

Possible Funding Sources: SURPLUS FUNDS WILL BE TRANSFERRED FROM CIVIL SERVICE DEPT. TO EXECUTIVE OFFICE-CIVIL SERVICE DIV. TO COVER THE SALARY OF THE NEW CIVIL SERVICE LIAISON POSITION.

Comments:

ACCOUNT NO. TO BE CHANGED TO 5-1100-XXX-XX-125-XXX-0- EXECUTIVE OFFICE- CIVIL SERVICE DIV.
AS PER ACTION NO. 2 ON AGENDA ITEM NO. 47182.

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
DEC 10 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: ~~CIVIL SERVICE DEPT (125-XXX)~~ Executive Office-Civil Service Div. 125-037 Rc

DATE: 10/20/14

CURRENT POSITION TITLE: N/A

CURRENT SLOT. #: ~~0001~~ 0002 Rc

Next available slot No. based on the adopted budget. Rc

REQUESTED POSITION TITLE: CIVIL SERVICE LIAISON

REQUEST FOR:

☒ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

POSITION SALARY REQUEST:

1	$ -0-	$ 32,769.00	$ 32,769.00
NO. OF POSITIONS	CURRENTSALARY/ ALLOWANCE	PROPOSED SALARY/ ALLOWANCE	NET CHANGE

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☒ Other **FUNDS FROM DELETED HR SPECIALIST I (190-~~002-0007~~ 001-0001 Rc) POSITION WILL BE UTILIZED TO FUND A PORTION OF THE SALARY & FRINGES BENEFITS FOR THE PROPOSED CIVIL SERVICE LIAISON POSITION.**

POSITION TYPE:

Full Time Employee Object 113 ☒ X

Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐

Part Time Temporary Object 122 ☐

_____
Enter hourly rate for temp. positions

_____
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		**FLSA:**	
Exempt	☐	Exempt	☐
Non-Exempt	☒ X	Non-Exempt	☒ X
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

POSITION IS NEEDED SO THAT HIDALGO COUNTY MAY HAVE AN INDIVIDUAL IN CHARGE OF PERFORMING ONLY CIVIL SERVICE PROGRAM DUTIES IN COPMPLIANCE WITH LOCAL GOVERNMENT CODE CHAPTER 158.

NEW POSITION: Brief job description and attach a copy of the new job description.

The Civil Service Liaison performs a variety of detailed and specialized duties in compliance with Local Government Code- Title 5 Chapter 158. This position requires considerable interaction with County employees, departments, boards and commissions, and other governmental jurisdictions. The position also requires the use of independent judgment in the application of Human Resource Management principles and application of the Civil Service rules within the mandate of Government Code- Title 5 Chapter 158. The Liaison serves under the Executive Office and is appointed by the Civil Service Commission to provide staff support for the day to day functions of the Commission. On behalf of Hidalgo County and the Civil Service Commission, the Liaison will coordinate all activities such as the preparing, recording and maintaining of the agenda and related minutes of the Commission meetings.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	11/7/14 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	Esther A. Cortez by Sylvia Ross HUMAN RESOURCES DIRECTOR	12.11.14 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/12/2014 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
DEC 10 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: ~~HR Department (190-002)~~ Civil Service Dept. 190-001 RC

DATE: 10/20/14

CURRENT POSITION TITLE: HUMAN RESOURCES SPECIALIST I

CURRENT SLOT. #: ~~0007~~ 0001 RC

REQUESTED POSITION TITLE: N/A

per the 2015 Adopted Budget

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other DELETE

POSITION SALARY REQUEST:

1	$ 29,078.00	$ -0-	$ (29,078.00)
NO. OF POSITIONS	CURRENTSALARY/ ALLOWANCE	PROPOSED SALARY/ ALLOWANCE	NET CHANGE

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☒ Other **FUNDS FROM DELETED POSITION WILL BE UTILIZED TO FUND THE PROPOSED CIVIL SERVICE LIAISON POSITION.**

POSITION TYPE:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		**FLSA:**	
Exempt	[ ]	Exempt	[ ]
Non-Exempt	[X]	Non-Exempt	[X]
N/A	[ ]		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Position is no longer needed.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	11/7/14 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	Esther A. Cortez by Sylvia Rios HUMAN RESOURCES DIRECTOR	12.11.14 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/12/2014 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY CIVIL SERVICE

CIVIL SERVICE LIAISON

GENERAL DESCRIPTION

The Civil Service Liaison performs a variety of detailed and specialized duties in compliance with Local Government Code- Title 5 Chapter 158. This position requires considerable interaction with County employees, departments, boards and commissions, and other governmental jurisdictions. The position also requires the use of independent judgment in the application of Human Resource Management principles and application of the Civil Service rules within the mandate of Government Code- Title 5 Chapter 158. The Liaison serves under the Executive Office and is appointed by the Civil Service Commission to provide staff support for the day to day functions of the Commission. On behalf of Hidalgo County and the Civil Service Commission, the Liaison will coordinate all activities such as the preparing, recording and maintaining of the agenda and related minutes of the Commission meetings.

EXAMPLES OF WORK PERFORMED

Reviews and distributes the announcement and selection processes for all Civil Service positions as well as the advertisement and recruitment plan and development of application materials based on the Civil Service Commission recommendations.

Coordinates and attends all Civil Service Commission hearings/ meetings; Records and creates minutes, coordinates the distribution of the agenda and minutes and maintains files of hearings/ meetings and any other pertinent department files; posts agendas and notices in accordance with the Open Meetings Law of the State of Texas; Will be required to learn to utilize various types of electronic and/or manual recording and information systems.

Screens correspondence regarding requests for initial and appeal hearings and ensures rules, regulations, and procedures have been met or are in compliance with County policy, state federal laws and local labor laws before making recommendation to committee; Assists with Personnel Action forms and supporting documents and ensures that case files are complete and ready for submittal to the Civil Service Commission for use in hearings.

Assists with developing updates to the Civil Service Rules, policies, procedures, tasks and workflows.

Develops/ maintains informative, statistical, or other personnel management reports for the use of the Civil Service Commission.

Coordinates complex technical functions relative to the Civil Service Commission meetings and Public Hearings; May oversee and perform work involved in administering the functions of special projects regarding personnel matters.

Assists with/ reviews the scoring criteria for hiring of positions covered under the Civil Service Commission rules in a manner to meet each County department's hiring needs.

Assists with budget expenditures within budget allocations in compliance with County policy, laws and regulations.

Assists personnel officers in resolving problems relating to the processing of adverse personnel forms such as disciplinary actions forms; May advise County Officials and other administrative personnel of technical aspects and consequences of certain noncomplex personnel actions.

Answers multi line telephone; takes and disseminates messages for the Commission members. Answers questions on inquiries made by employees, management and the general public.

Prepares memos, letters, requests for legal opinions, subpoenas and reports using Microsoft Office and various other office data software programs.

Prepares information packets in response to inquiries (Open Records Requests) from the general public in accordance with the Open Records Act and County policies & procedures.

Schedules court reporter for Civil Service meetings when necessary. Reconciles billing from court reporting services.

May assist with revision, development, and updating of the Hidalgo County job specifications and standards in accordance with local, state and federal government regulations.

Gathers, analyzes, and performs research involved in affirmative action and equal employment opportunity projects; May work closely with executives and supervisory personnel on such special projects.

Interprets and disseminates accurate and up-to-date information regarding leaves, separations, suspensions, seniorities, salary increases, laws, regulations, policies and other matters of record to Civil Service covered employees, personnel officers, department heads/ elected officials; Conducts training sessions as needed for the Hidalgo County Human Resources Department personnel and personnel officers in each department on Civil Service procedures and matters.

Works independently within the confines of County Policy, Civil Service Rules, and state & federal laws.

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Graduation from an accredited (4) four year college or university with major course work in Public Administration or Human Resources Management.

Three (3) years of experience in related field.

Three (3) years of experience in work involving the processing and coordination of complex technical/ clerical functions.

Two (2) years of experience may substitute for (1) one year of education.

Certificates, Licenses & Registration

Certification in Civil Service Rules and Regulations preferred.

Must have a current valid Texas motor vehicle operator's license.

Must be able to be insured by County's insurance carrier.

Knowledge, Skills, and Abilities

Knowledge of Civil Service Rules and other established regulations, policies, and processes/ procedures of the Hidalgo County Human Resources Department and Civil Service system.

Knowledge of federal, state, and local laws, rules and regulations governing personnel administration including applicable EEOC regulations and the Americans with Disabilities Act.

Knowledge of filing systems, statistical procedures, and business and office equipment and machines and their advantages and limitations.

Ability to organize assigned clerical work and analyze problems which arise therein.

Ability in handling and prioritizing multiple tasks and ability develop effective work methods.

Ability to read, analyze and interpret data and write reports and other necessary correspondences, pamphlets; including knowledge using MS Office and other related programs.

Skill in handling conflict, hostile and/ or multiple environments.

Excellent oral and written communication skills.

Experience with public speaking and working with general public and varied levels of management.

Proficiency in bilingual skills (Spanish and English) with ability to converse fluently in both languages.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is required to stand, walk, talk and hear. The employee frequently is required to sit; use hands to find, handle or feel objects, tools or controls; reach with hands and arms; stoop, and kneel.

The employee must occasionally lift and/or move up to twenty (25) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

The noise level in the work environment is usually low to moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others

- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- Operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

HIDALGO COUNTY
COMMISSIONER COURT
2015 SALARY SCHEDULE

~~5-1100-415-50-190-001-0~~
~~CIVIL SERVICE~~

AI - 47182

5-1100-XXX-XX-125-037-0-
EXECUTIVE OFFICE- CIVIL SERVICE DIV.

Slot #	Obj Code	POSITION TITLE	2014 BUDGETED SALARY	2015 ADJUSTED SALARY	2015 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2015 BUDGETED SALARY APPROVED	2015 ACTUAL SALARY	Other Allowances					2014 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0002	113	CIVIL SERVICE LIAISON	$0.00	$32,769.00	$32,769.00	0	$0.00	$0.00	$32,769.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		TOTAL	0.00	32,769.00	32,769.00		0.00	0.00	32,769.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

APPROVAL OF THE ABOVE HIGHLIGHTED PERSONNEL ACTIONS.
PERSONNEL ACTIONS ARE PENDING CC APPROVAL.

HIDALGO COUNTY
COMMISSIONER COURT
2015 SALARY SCHEDULE

5-1100-415-50-190-001-0

AI - 47182

CIVIL SERVICE

Slot #	Obj Code	POSITION TITLE	2014 BUDGETED SALARY	2015 ADJUSTED SALARY	2015 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2015 BUDGETED SALARY APPROVED	2015 ACTUAL SALARY	Other Allowances					2014 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
		APPROVAL TO DELETE THE FOLLOWING FULL TIME POSITION:														
~~0001~~	~~113~~	~~HR SPECIALIST I~~		~~$29,078.00~~	~~$29,078.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$29,078.00~~	~~$29,078.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$32,769.00~~
		APPROVAL TO CREATE THE FOLLOWING FULL TIME POSITION:														
0002	113	CIVIL SERVICE LIAISON	$0.00	$32,769.00	$32,769.00	0	$0.00	$0.00	$32,769.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		TOTAL	0.00	32,769.00	32,769.00	0.00	0.00	0.00	32,769.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

APPROVAL OF THE ABOVE HIGHLIGHTED PERSONNEL ACTIONS.
PERSONNEL ACTIONS ARE PENDING CC APPROVAL.

AI -47743 **Comm. Court Executive Office** **7. E.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval to process payment of claims from Traci Evans, Attorney at Law totaling $ 15,780.02 in connection with legal representation for indigent defendant Case #CR-1061-09-F - 332nd D.C. (invoice period 2009 to 2010) with authority for County Treasurer to issue payment after review and auditing procedures are completed by County Auditor.

BACKGROUND

Attorney failed to timely bill the county - 4-year limitation period has expired.
Acct. #4-1100-412-30-115-016-0-333

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-412-30-115-016-0-333

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

BUDGETARY IMPACT:

Funds available as of 12/11/14 --> $ 44,014.10

Attachments

vouchers

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/10/2014 11:36 AM
Glinda Pacheco	Glinda Pacheco	12/11/2014 10:04 AM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Monica Badillo		Started On: 12/10/2014
Final Approval Date: 12/12/2014		

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 04/25/14)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM)

JOSE MANUEL GOMEZ

PID	389973	APPOINTMENT DATE	5/2/2009
DEGREE	F1	DISPOSITION DATE	11/8/2010

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE

COURT NUMBER: 332ND DISTRICT COURT

CASE NUMBER: CR-1061-09-F

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$0.00
TRIAL FEES	$850.00	$5,145.00	$5,995.00
OTHER LEGAL SERVICE AMOUNT			$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT $ ____ TOTAL $5,995.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	
	WRIT SECURING BOND REDUCTION DF1	☐	
	SECURE JAIL RELEASE	☐	
	PLEA	☐	
	MOTION TO REVOKE / MOTION TO ADJUDICATE GUILT	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
		TOTAL	$0.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK AND DISMISSALS

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
5/29/2009	Hearing. Appointed as co-counsel. Spoke with client & family	1.5	
6/5/2009	Met with client at jail.		1.25
6/20/2009	Met with client at jail.		1.5
6/29/2009	Hearing. Case reset.	1.5	
6/30/2009	Met with client at jail to review video.		2
7/1/2009	Reviewed video with client.		3
7/2/2009	Spoke with Court reporter regarding transcript bond hearng.		0.25
8/4/2009	Hearing.	1	
8/6/2009	Discovery		2.5
8/7/2009	Discovery		3
8/10/2009	Discovery		2.5
8/11/2009	Discovery		2
	TOTAL HOURS	4	18

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
319309	956-318-0099	24048459

MAILING ADDRESS

323 W. Cano St., Edinburg, Texas 78539

SECTION F — CERTIFICATION

I, TRACI EVANS

ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT, AND PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY THE BOARD OF JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE. I FURTHER SWEAR OR AFFIRM THAT I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED, AND I FURTHER AFFIRM OR SWEAR THAT I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER

Traci Evans 11-5-2014
ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____
PRESIDING JUDGE (SIGNATURE)

THE 24th DAY OF November, 2014

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 04/29/14)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION D FELONY CASES / MISDEMEANOR TRIAL WORK (CONTINUATION SHEET)

DEFENDANT NAME	CASE NUMBER
JOSE MANUEL GOMEZ	CR-1061-09-F

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
8/12/2009	Discovery		2.5
8/13/2009	Discovery		2.5
8/18/2009	Bond reduction hearing for Co-Defendant		1
8/20/2009	Video of Co-defendant		4
8/21/2009	Video of Co-defendant		3
8/24/2009	Video of Co-defendant		4
8/25/2009	Typed up transcript of Video of Co-defendant		4
9/1/2009	Discovery		2.5
9/3/2009	Discovery		2
9/6/2009	Typed Discovery		1.5
9/7/2009	Reviewed video of Co-Defendant interview.		3
9/8/2009	Pretrial Hearing	1	
9/8/2009	Reviewed video of Co-Defendant interview.		2.5
9/9/2009	Reviewed video of Co-Defendant interview.		4
9/10/2009	Reviewed video of Co-Defendant interview.		3
9/11/2009	Discovery		2.5
9/13/2009	Typed Discovery		1.5
9/20/2009	Typed Discovery		2.5
10/5/2009	Met with Co-Counsel to discuss status of case.		1
10/6/2009	Pretrial Hearing	1	
10/20/2009	Typed Discovery		3
11/5/2009	Pretrial Hearing	1	
11/15/2009	Typed Discovery		2
12/3/2009	Met with Co-Counsel to discuss status of case.		1.5
12/7/2009	Pretrial Hearing	1.5	
12/17/2009	Typed Discovery		2

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 04/25/14)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): JOSE MANUEL GOMEZ

PID	389973	APPOINTMENT DATE	5/2/2009
DEGREE	F1	DISPOSITION DATE	11/8/2010

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE

COURT NUMBER: 332ND DISTRICT COURT

CASE NUMBER: CR-1061-09-F

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$0.00
TRIAL FEES	$2,300.00	$6,755.00	$9,055.00
OTHER LEGAL SERVICE AMOUNT		$730.02	$730.02

☑ INVESTIGATOR ☐ EXPERT ☑ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $ TOTAL: $9,785.02

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	
	WRIT SECURING BOND REDUCTION	☐	
	SECURE JAIL RELEASE	☐	
	PLEA	☐	
	MOTION TO REVOKE / MOTION TO ADJUDICATE GUILT	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
		TOTAL	$0.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK AND DISMISSALS

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
1/14/2010	Hearing	1	
1/25/2010	Hearing	1	
2/23/2010	Met with Co-Counsel and prepare for Motion to Suppress		1.5
2/24/2010	Hearing.	1	
3/3/2010	Met with Co-Counsel and prepare for Motion to Suppress		1
3/4/2010	Motion to Suppress Evidence hearing held.	3.5	
3/8/2010	Hearing.	1	
3/31/2010	Hearing	1	
4/8/2010	Hearing.	1	
4/16/2010	Hearing.	1	
4/21/2010	Prepared and file moton for expert. Spoke with expert & co-Counsel		1
4/25/2010	Prepared and filed motion for transcript.		0.5
	TOTAL HOURS	10.5	4

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
319309	956-318-0099	24048459

MAILING ADDRESS: 323 W. Cano St., Edinburg, Texas 78539

SECTION F — CERTIFICATION

I, TRACI EVANS

ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT, AND PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY THE BOARD OF JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE. I FURTHER SWEAR OR AFFIRM THAT I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED, AND I FURTHER AFFIRM OR SWEAR THAT I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER

Traci Evans 11-5-2014
ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____
PRESIDING JUDGE (SIGNATURE)

THE 24th DAY OF November, 2014

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 04/25/14)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION D **FELONY CASES / MISDEMEANOR TRIAL WORK (CONTINUATION SHEET)**

DEFENDANT NAME	CASE NUMBER
JOSE MANUEL GOMEZ	CR-1061-09-F

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
3/31/2010	Discovery		2.5
4/2/2010	Discovery		2.5
4/4/2010	Typed Discovery		2
4/14/2010	Discovey		2
4/16/2010	Discovery		4
4/16/2010	Hearing.	1	
4/30/2010	Discovery. Organized discovery		3
5/3/2010	Typed Discovery		3
5/12/2010	Watched trial of Co-Defendant		2.5
5/13/2010	Watched trial of Co-Defendant		3
5/19/2010	Watched trial of Co-Defendant		3.5
6/14/2010	Hearing.	1	
8/3/2010	Hearing.	1	
9/19/2010	Printed out transcripts		1
9/19/2010	Staples for transcripts		0.5
9/20/2010	Visited client at jail		1.5
9/21/2010	Organized transcripts from Co-Defendants trial		3
9/22/2010	Organized transcripts from Co-Defendants trial		4
9/17/2010	Translated transcript		2
9/26/2010	Reviewed transcripts		3
9/27/2010	Reviewed transcripts		3
9/28/2010	Reviewed transcripts		2
10/2/2010	Printed out transcripts		1
10/3/2010	Reviewed transcripts		6
10/4/2010	Hearing.	1	
10/5/2010	Jail visit with client.		2.5
10/5/2010	Reviewed transcripts		4
10/6/2010	Reviewed transcripts		2.5
10/7/2010	Jail visit with client.		2.5
10/8/2010	Hearing.	1	2.5
10/10/2010	Reviewed transcripts		4
10/12/2010	Hearing. Meeting with family and Judge	2	
10/14/2010	Reviewed transcripts		2
10/15/2010	Reviewed transcripts		2
10/17/2010	Reviewed video with Co-Counsel		3.5
10/18/2010	Hearing. Spoke with client. Client plead guilty. Case reset.	4.5	
10/19/2010	Jail visit with client.		3
10/27/2010	Spoke with probation officer regarding case.		1
10/28/2010	Discovery on PSI		1
10/29/2010	Jail visit with client.		2.5
11/2/2010	Prepared statement for PSI with Client.		4.5
11/8/2010	Hearing. Sentencing.	1	
	TOTAL HOURS	**12.5**	**92.5**

ADAN R. GOMEZ

1104 South 4th Street • Edinburg, Texas 78539 • (210) 380-3054

Soc. Sec. No. 441-66-0541

CASE TYPE: Murder

NAME: Jose manuel Gomez

CLAIM #: CR-1061-09-F

BY: Adan R. Gomez

STATEMENT FOR SERVICES

DATE	SUMMARY	TIME
11-18-09	Interviewed. Def. County Jail.	2 hrs
12-8-09	Interview of Jose Piña	2hrs
12-9-09	Conversation with mirca re Coworkers	1 hrs.
12-11-09	Mirca Contacted me with info	1 hr.
12-13-09	Contact with Omar and Rosendo	2 hrs
12-20-09	Contact atty Derek discussed a Gap of time	1 hr.
1-20-10	Attempt to Contact Tony's bro to no avail + attempts-	1 hr
1-27-10	Made Contact with Atty RE Case Status.	2 hrs-

TOTAL TIME: 12 hrs.

Total fee. $5000.00

Approved by: _____

Signature: _____

QTY SKU PRICE

REWARDS NUMBER 3460675527

2902 2501-5000 BW LTR P		
713978	0.060ea	174.12
Your Rewards Price	$0.054	-17.41
Coupon No. 22274		-43.53
8706 DRILLING		
382794	0.010ea	87.06
Your Rewards Price	$0.009	-8.71
Coupon No. 22274		-26.12
24 HAND FEEDING		
381722	0.100ea	2.40
Coupon No. 22274		-0.72
24 1-100 BW LTR BRT		
713873	0.110ea	2.64
Your Rewards Price	$0.099	-0.26
Coupon No. 22274		-0.72
1 POST-IT 2IN DURABL		
021200506727		3.49
1 POST-IT 2IN DURABL		
021200506727		3.49
1 POSTIT ASST FLAGS		
021200594380		3.99
1 8-TAB STYLE EDGE D		
072782112011		4.79
1 HEAVY DUTY VIEW BI		
077711797932		13.99
1 HEAVY DUTY VIEW BI		
077711797932		13.99
SUBTOTAL		212.49
Standard Tax 8.25%		17.53
TOTAL		$230.02
Debit Tender:		230.02

Card No.: XXXXXXXXXXX9212 [S]
Auth No.: 663450

**********STAPLES COUPONS REDEEM**********

Coupon No. 22274	-71.09

Expiration Date: 10/02/10

AI -47709 **Comm. Court Executive Office** **7. F.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Pursuant to Article §81.005(a) (Terms of the Court Meeting) of the Texas Local Government Code, consideration and entering of an Order into the minutes the designation of the day of the week and week of the month of Hidalgo County Commissioners' Court Regular Term Meeting Tex. Loc Gov. Code ORDER OF THE COURT:
HIDALGO COUNTY COMMISSIONERS' COURT
Week of the Month: _____
Day of the Week: _____
Time of the Day: _____a.m./p.m. for the calendar year of 2015

BACKGROUND

Recommendation is the last Tuesday of month

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/08/2014 11:47 AM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Monica Badillo		Started On: 12/08/2014
Final Approval Date: 12/12/2014		

AI -47729 **Comm. Court Executive Office** **7. G.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of Interlocal Agreement between Hidalgo County Drainage District No. 1 and County of Hidalgo (LJ Drainage Project - 13 tracts - Project limits: From Cesar Chavez Rd. to Alamo Lateral Drain)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** fund 1303, function 392

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

BUDGETARY IMPACT:

In accordance with paragraph 4, at closing, district shall pay the County the sum of $1,329,123.00 plus all closing costs including but not limited to and recording fees and costs specifically allocated to each respective party in numbered paragraph 6.

Certification of revenues & appropriation of funds forthcoming @ a future date. Possible fund is 1303, function 392 "Sale of Capital Assets".

Attachments

email-legal
appraisal
agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/09/2014 01:35 PM
Ivan Cantu	Ivan Cantu	12/12/2014 02:45 PM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM

Form Started By: Monica Badillo Started On: 12/09/2014 10:57 AM
Final Approval Date: 12/12/2014

Zimbra **monica.badillo@co.hidalgo.tx.us**

LJ Ponds Tracts-Interlocal Agreement between County and HCDD# 1

From : Stephen L. Crain <scrain@atlashall.com> Tue, Dec 09, 2014 09:31 AM

Subject : LJ Ponds Tracts-Interlocal Agreement between County and HCDD# 1 2 attachments

To : 'Monica Badillo' <monica.badillo@co.hidalgo.tx.us>

Good Morning Monica:

As per Mr. Crain, please place the attached Interlocal on the County and Drainage Agenda's for the next CC meeting.

Thank you,
Marynel Trevino, Secretary for

Stephen L. Crain & J. Joseph Vale
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502
Direct Dial Number (956) 632-8221
Main Number (956) 682-5501
Fax Number (956) 686-6109
E-mail Address scrain@atlashall.com

Atlas Hall Rodriguez

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Atlas Hall Rodriguez **image001.jpg**
5 KB

Final ICA re LJ Ponds Tracts Docs.pdf

9 MB

November 17, 2014

Leonel Garza Jr & Associates LLC

Real Estate Appraisal Services

Appraisal Report of Thirteen (13) tracts of land totaling 26.498 acres South of Owassa Road, North of Minnesota Road, and in-between Cesar Chavez Road and Tower Road in Hidalgo County, Texas, known as the LJ Drainage Project

Prepared For Hidalgo County Precinct No. 2
C/o: Erika Zamora, Director of Administrative Operations
300 West Hall Acres, Suite G
Pharr, Texas 78577

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Leonel Garza Jr. & Associates LLC

Real Estate Appraisal Services

November 17, 2014

Hidalgo County Precinct No. 2
C/o: Erika Zamora
300 West Hall Acres, Suite G
Pharr, Texas 78577

Mrs. Zamora:
In accordance with your request, we are presenting an appraisal report of the tracts of land described as the LJ Drainage Project:

Land Market Value	$	592,765
Land Acquisition Improvement Cost / Site Improvements	$	2,658
TOTAL LAND ACQUISITION VALUE + SITE IMPROVEMENTS PURCHASED	**$**	**595,423**
Materials / Engineering	**$**	**386,468**
Boundary Survey - LJ DRAIN	**$**	**-**
Labor / Equipment Cost of Construction	**$**	**347,232**
TOTAL MARKET VALUE OF LJ DRAIN "AS BUILT"	**$**	**1,329,123**

The subject can be described as a contiguous tract of land located between E. Minnesota Road and Owassa Road along an existing drainage canal known as the LJ Drainage Project. The project limits for the subject properties Owassa Road to the north, Minnesota Road to the south, and in-between Cesar Chavez Road and Tower Road in Hidalgo County, Texas. The subject is a series of Fourteen (14) contiguous Tracts that were purchased for the expansion of an existing drainage canal in 2009 thru 2010. The above tracts were originally appraised for the acquisition of said tracts from (8) individual property owners of which the current owner of record is Hidalgo County Precinct No. 2. The scope of the assignment is to appraise each of said tracts in the present fee simple value with the associated cost of construction of said drainage project as provided by the client. This report is for the sole use by the client Hidalgo County Precinct No. 2 and has been performed under that standards set forth by the Uniform Standards of Professional Appraisal Practice (USPAP), The State of Texas, Standards of Professional Practice of the Appraisal Institute and Senate Bill 18 (SB-18) and that of Hidalgo County, Texas.

This letter along with the assumption & limiting conditions and certification shall be attached herewith. I, Leonel Garza III, General Certified Real Estate Appraiser, personally inspected the subject property on October 1, 2014 and have carefully studied and analyzed factors pertinent to the valuation of the estimate of value as per scope. Information provided by the client was utilized for the determination of market value of the part to be acquired and for the overall analysis of the remainder before and after the acquisition. It should be understood by the reader that the client and intended user is the Hidalgo County Precinct No. 2. The report has been developed based on the knowledge that the proposed acquisition of said parcels are part of the "LJ Drainage Project". These tracts were acquired utilizing eminent domain for said tracts of which agents of Hidalgo County Precinct No. 2 were utilized in the negotiations of said tract based on appraisals performed by Leonel Garza Jr. & Associates LLC in 2009 thru 2010. The combined land area identified is ±26.498 acres associated with this project purchased in both fee simple and easement from the original owner of record of said tracts. This appraisal report is limited to the off-site inspection of the proposed acquisition area and information provided by Precinct No. 2. If further information is required, please contact appraiser Leonel Garza III at (956) 687-7295 or 1419 Dove Avenue, McAllen, Texas.

CERTIFICATION OF VALUE

I, Leonel Garza III, hereby certify that, it is my opinion the total compensation for the acquisition of the herein described property is $1,329,123 as of as of the most recent inspection (visit) of the subject on October 1, 2014, based upon my independent appraisal and the exercise of my professional judgment; on October 1, 2014, (date)(s), I personally inspected in the field the property herein appraised; I afforded Hidalgo County Precinct No. 2, the property owner or the representative (s) of the property owner, the opportunity to accompany me at the time of the inspection. The comparables' relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on October 15, 2014. I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of Hidalgo County Precinct No. 2 until authorized by the client to do so, or until I am required to do so by due process of law or until I am released from this obligation by having publicly testified to such findings. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

The appraiser has considered access damages in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB18 of the Texas 82nd Regular Legislative Session and finds as follows:

1. Is there a denial of direct access of the parcel? ___No___ (yes or no)
2. If so, is the denial of direct access material? ___N/A___ (yes, no, or not applicable)
3. The lack of any access denial or the material impairment of direct access on or off the remaining property affects the market value of the remaining property in the sum of $ 0.00 .

I certify to the best of my knowledge and belief that the statements of fact contained in this report are true and correct; the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions; I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved; and, my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right of way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement other than that due to the physical deterioration within the reasonable control of the owner has been disregarded in estimating the compensation for the property.

Sincerely,

Leonel Garza III
State Certified General
Real Estate Appraiser
License No. TX-1328375-General

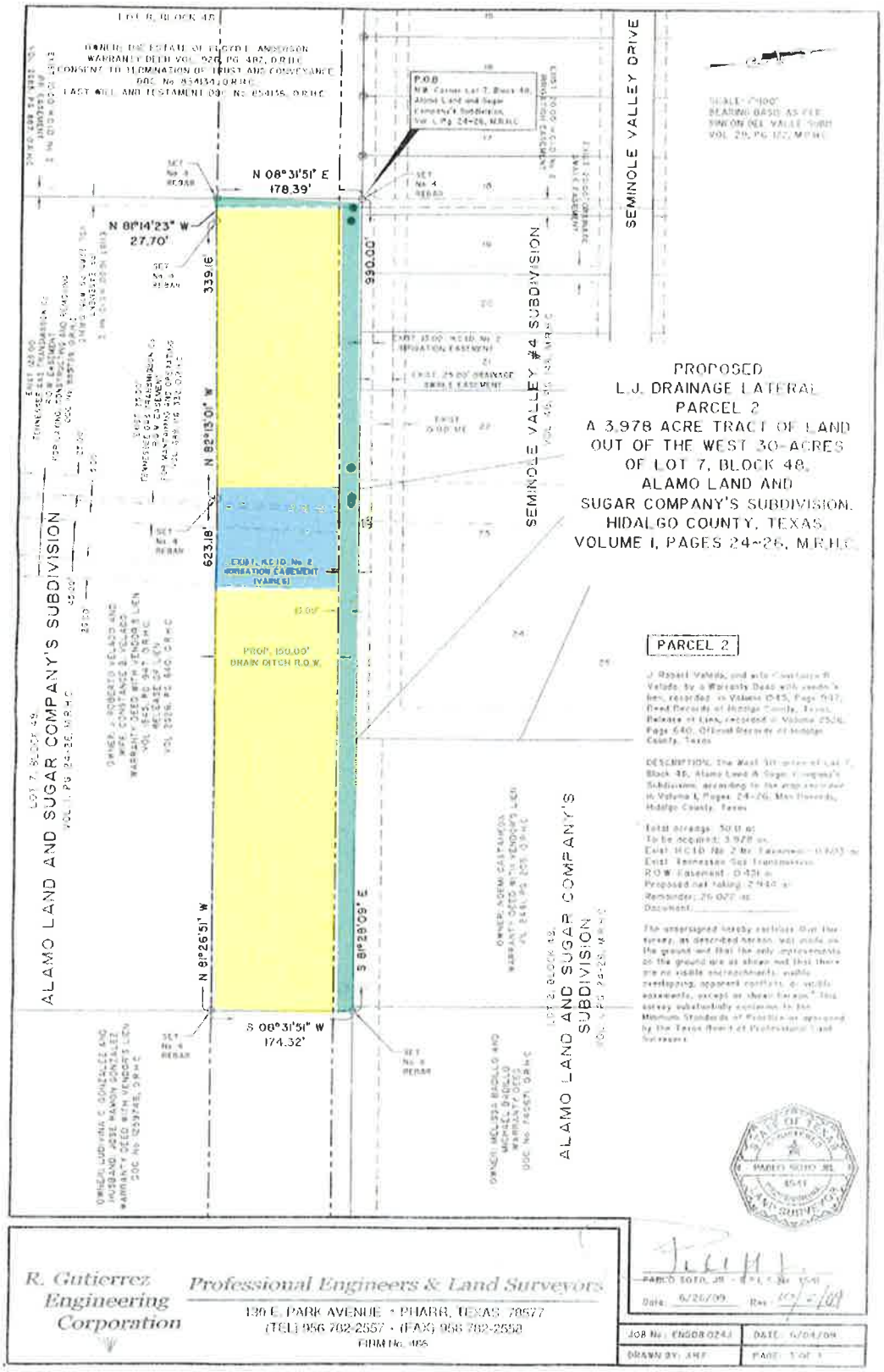
AERIAL MAP OF SUBJECT PROPERTIES

NOTE: THE PART TO BE ACQUIRED IS ESTIMATED AND DEPICTED BY THE YELLOW LINE. COMPLETE SURVEY OF SUBJECT AS A WHOLE WAS NOT PROVIDED.

SUMMARY OF SALIENT FACTS: TRACT No. 1

Client of Report	Hidalgo County Precinct No. 2
Right of Way Project	LJ Drainage Project
LJ Drain Parcel No.	2
Type of Property	Existing Detention Pond
Original Owner of Record	J. Roberto Velado & Constance B. Velado
Current Owner of Record	Hidalgo County, Texas
Property Rights Appraised	Fee Simple and Easement Value
Date of On-Site Visit	October 1, 2014
Legal Description	A 3.978 acre tract of land out of a West 30.00 acre tract of Lot 7, Block 48, Alamo Land & Sugar Company's Subdivision, Hidalgo County, Texas, as recorded in Volume 1, Page 24-26, Map Records, Hidalgo County, Texas.
Land Area	±3.978 Acres (2.944 Acres - Fee Simple / 0.603 Acres - HCID Easement / 0.4310 Acres – Tennessee Gas Easement)
Highest & Best Use	Single Family Residential Development
City Zoning Ordinance	Not Applicable
Utilities Available	Potable Water / Electricity / Phone
Ownership History	The subject property was indicated to be under the ownership of The County of Hidalgo, and was purchased as part of the LJ Drain Project through the process of eminent domain.

SURVEY OF TRACT No. 1



Yellow Highlight = Fee Simple; Green Highlight = Hidalgo County Irrigation District Easement

EXHIBIT "A"

COUNTY: HIDALGO

DITCH: L. J. Drainage Lateral

PROJECT LIMITS: From Cesar Chavez Rd. to Alamo Lateral Drain

FIELD NOTES FOR PARCEL – 2

Being a 3.978-acre tract of land out of the West 30.0-acres of Lot 7, Block 48, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24~26, Map Records of Hidalgo County, Texas. Said 30.0-acre tract is vested to: J. Robert Velado and wife, Constance B. Velado, from H.S. Anderson and wife, Ellen R. Anderson, dated September 16, 1977, by virtue of a Warranty Deed with Vendor's Lien, recorded in Volume 1545, Page 947, Deed Records of Hidalgo County, Texas. Said 3.978-acre tract of land being more particularly described by metes and bounds as follows;

Beginning at a No. 4 rebar set at the Northwest corner of Lot 7, for the Northwest corner and the **POINT OF BEGINNING** of this tract of land;

1. **THENCE**, South 81 degrees 28 minutes 09 seconds East, with the North line of Lot 7, a distance of 990.00 feet to a No. 4 rebar set at the Northeast corner of said 30.0-acre tract, for the Northeast corner of this tract of land;

2. **THENCE**, South 08 degrees 31 minutes 51 seconds West, with the East line of said 30.0-acre tract, a distance of 174.32 feet to a No. 4 rebar set at the Proposed South Right of Way line of said L.J. Drainage Lateral, for the Southeast corner of this tract of land;

3. **THENCE,** North 81 degrees 26 minutes 51 seconds West, with the Proposed South Right of Way line of said L.J. Drainage Lateral, a distance of 623.18 feet to a No. 4 rebar set, for an interior corner of this tract of land;

4. **THENCE,** North 82 degrees 13 minutes 01 seconds West, continuing with the Proposed South Right of Way line of said L.J. Drainage Lateral, a distance of 339.16 feet to a No. 4 rebar set, for an interior corner of this tract of land;

5. **THENCE,** North 81 degrees 14 minutes 23 seconds West, continuing with the Proposed South Right of Way line of said L.J. Drainage Lateral, a distance of 27.70 feet to a No. 4 rebar set at the West line of said Lot 7, for the Southwest corner of this tract of land;

6. **THENCE**, North 08 degrees 31 minutes 51 seconds East, with the West line of said Lot 7, a distance of 178.39 feet to the **POINT OF BEGINNING,** containing 3.978-acres, of which 0.603-acres lies in the Existing Hidalgo County Irrigation District No. 2 Easement, 0.431-acres lies in the Existing Tennessee Gas Transmission Right of Way Easement, leaving a **Proposed Net Taking** of 2.944-acres of land, more or less.

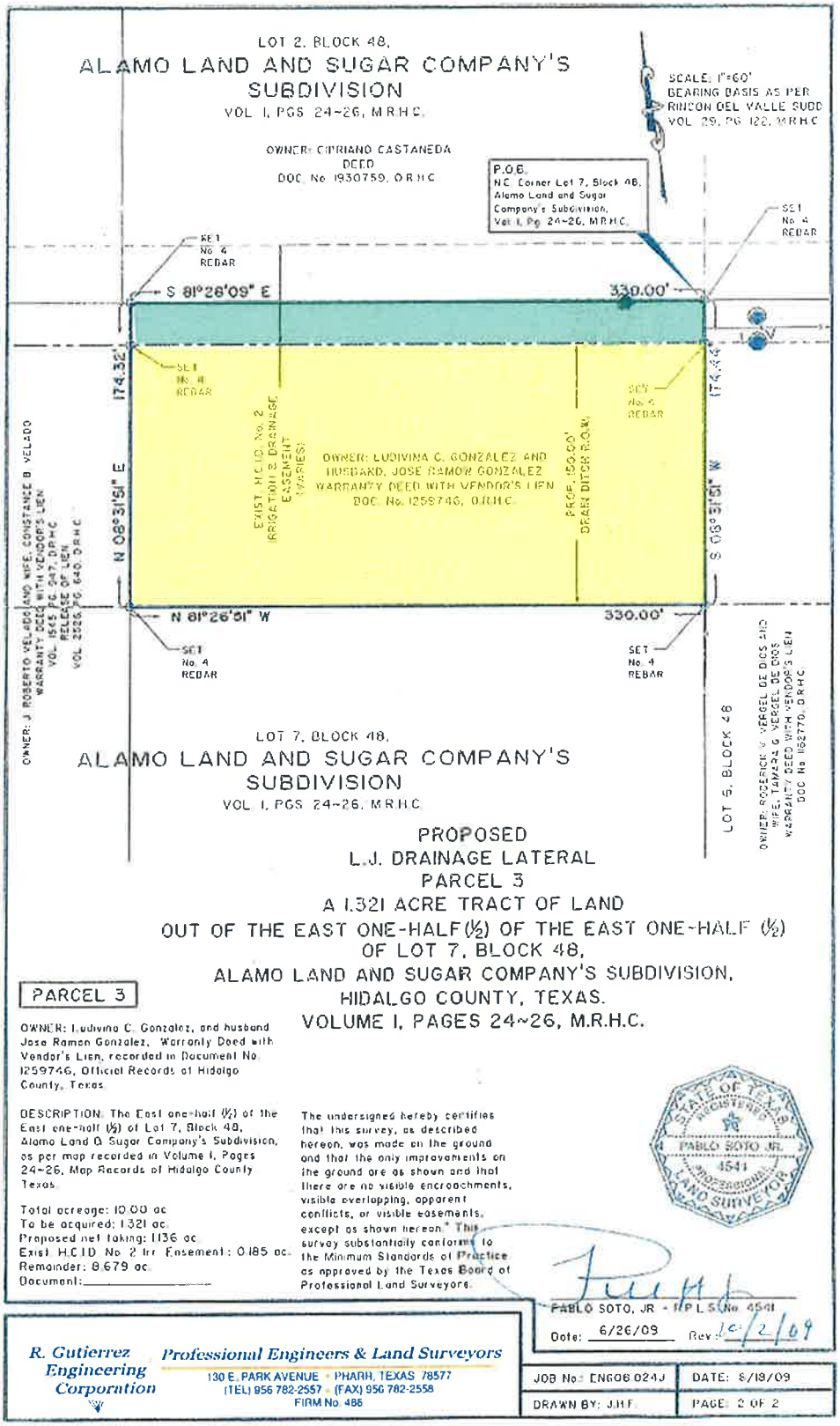
I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby certify the above metes and bounds are true and is the result of an actual survey performed on the ground under my direction.

PABLO SOTO, JR. – R.P.L.S. No. 4541
Date: 6/26/09
Rev.: 10/2/09

SUMMARY OF SALIENT FACTS – TRACT No. 2

Client of Report	Hidalgo County Precinct No. 2
Right of Way Project	LJ Drainage Project
LJ Drain Parcel No.	3
Type of Property	Vacant Land
Original Owner of Record	Ludivina C. Gonzalez & Jose R. Gonzalez
Current Owner of Record	Hidalgo County, Texas
Property Rights Appraised	Fee Simple Estate & Easement Value
Date of On-Site Visit	October 1, 2014
Legal Description	A 1.321 acre tract of land out of the East ½ of Lot 7, Block 48, Alamo Land & Sugar Company's Subdivision, Hidalgo County, Texas, as recorded in Volume 1, Page 24-26, Map Records, Hidalgo County, Texas.
Land Area	±1.321 Acres (1.136 Acres - Fee Simple / 0.185 Acres - HCID Easement)
Highest & Best Use	Single Family Residential Development
City Zoning Ordinance	Not Applicable
Utilities Available	Potable Water / Electricity / Phone
Ownership History	The subject property was indicated to be under the ownership of The County of Hidalgo, and was purchased as part of the LJ Drain Project through the process of eminent domain.

SURVEY OF TRACT No. 2



PROPOSED
L.J. DRAINAGE LATERAL
PARCEL 3
A 1.321 ACRE TRACT OF LAND
OUT OF THE EAST ONE-HALF (½) OF THE EAST ONE-HALF (½)
OF LOT 7, BLOCK 48,
ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION,
HIDALGO COUNTY, TEXAS.
VOLUME 1, PAGES 24~26, M.R.H.C.

PARCEL 3

OWNER: Ludivina C. Gonzalez, and husband Jose Ramon Gonzalez, Warranty Deed with Vendor's Lien, recorded in Document No. 1259746, Official Records of Hidalgo County, Texas.

DESCRIPTION: The East one-half (½) of the East one-half (½) of Lot 7, Block 48, Alamo Land & Sugar Company's Subdivision, as per map recorded in Volume 1, Pages 24~26, Map Records of Hidalgo County Texas.

Total acreage: 10.00 ac.
To be acquired: 1.321 ac.
Proposed net taking: 1.136 ac.
Exist. H.C.I.D. No. 2 Irr. Easement: 0.185 ac.
Remainder: 8.679 ac.
Document:_____

The undersigned hereby certifies that this survey, as described hereon, was made on the ground and that the only improvements on the ground are as shown and that there are no visible encroachments, visible overlapping, apparent conflicts, or visible easements, except as shown hereon. This survey substantially conforms to the Minimum Standards of Practice as approved by the Texas Board of Professional Land Surveyors.

STATE OF TEXAS — REGISTERED — PABLO SOTO JR. — 4541 — PROFESSIONAL — LAND SURVEYOR

PABLO SOTO, JR. - R.P.L.S. No. 4541

Date: 6/26/09 Rev: 10/2/09

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
FIRM No. 486

JOB No.: ENG06 024J	DATE: 5/19/09
DRAWN BY: J.H.F.	PAGE: 2 OF 2

Yellow Highlight = Fee Simple; Green Highlight = Hidalgo County Irrigation District Easement

EXHIBIT "A"

COUNTY: HIDALGO | **Eng08.024J**
June 18, 2009

DITCH: L. J. Drainage Lateral | **Parcel 3**
Page 1 of 2

PROJECT LIMITS: From Cesar Chavez Rd. to Alamo Lateral Drain | **Rev.: 10/02/09**

FIELD NOTES FOR PARCEL – 3

Being a 1.321-acre tract of land out of a 10.0-acre tract being the East one-half (1/2) of the East one-half (1/2) of Lot 7, Block 48, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24~26, Map Records of Hidalgo County, Texas. Said 10.0-acre tract of land is vested to: Ludivina C. Gonzalez, and husband Jose Ramon Gonzalez, from Russell L. Reynolds and wife, Merry M. Reynolds, dated October 21, 2003, by virtue of a Warranty Deed with Vendor's Lien, recorded in Document No. 1259746, Official Records of Hidalgo County, Texas. Said 1.321-acre tract of land being more particularly described by metes and bounds as follows;

Beginning at a No. 4 rebar set at the Northeast corner of Lot 7, for the Northeast corner and the **POINT OF BEGINNING** of this tract of land;

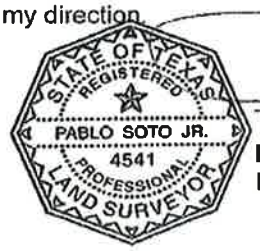
1. **THENCE**, South 08 degrees 31 minutes 51 seconds West, with the East line of Lot 7, a distance of 174.44 feet to a No. 4 rebar set at the Proposed South Right of Way line of L.J. Drainage Lateral, for the Southeast corner of this tract of land;

2. **THENCE,** North 81 degrees 26 minutes 51 seconds West, with the Proposed South Right of Way line of said L.J. Drainage Lateral, a distance of 330.00 feet to a No. 4 rebar set at the West line of said 10.0-acre tract, for the Southwest corner of this tract of land;

3. **THENCE**, North 08 degrees 31 minutes 51 seconds East, with the West line of said 10.0-acre tract, a distance of 174.32 feet to a No. 4 rebar set at the North line of said Lot 7, for the Northwest corner of this tract of land;

4. **THENCE**, South 81 degrees 28 minutes 09 seconds East, with the North line of said Lot 8, a distance of 330.00 feet to the **POINT OF BEGINNING,** containing 1.321-acres, of which 0.185-acres lies in the Existing Hidalgo County Irrigation District No. 2 Easement, leaving a **Proposed Net Taking** of 1.136-acres of land, more or less.

I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby certify the above metes and bounds are true and is the result of an actual survey performed on the ground under my direction.

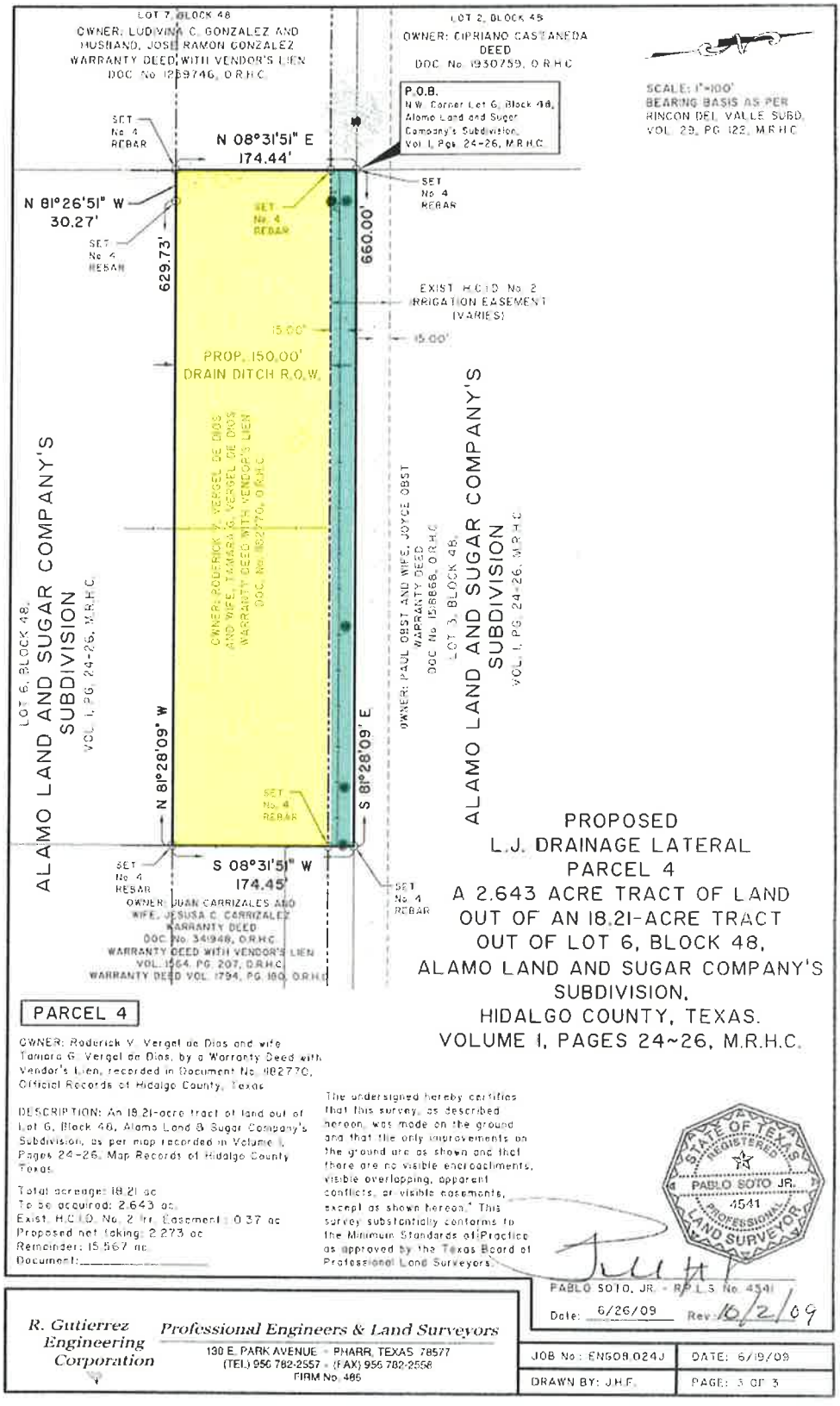


PABLO SOTO, JR. – R.P.L.S. No. 4541
Date: 6/26/09
Rev.: 10/2/09

SUMMARY OF SALIENT FACTS – TRACT No. 3

Client of Report	Hidalgo County Precinct No. 2
Right of Way Project	LJ Drainage Project
LJ Drain Parcel No.	4
Type of Property	Vacant Land
Original Owner of Record	Roderick V. Vergel de Dios & Tamara G. Vergel de Dios
Current Owner of Record	Hidalgo County, Texas
Property Rights Appraised	Fee Simple Estate & Easement Value
Date of On-Site Visit	October 1, 2014
Legal Description	A 2.643 acre tract of land out of 18.21 acre tract out of Lot 6, Block 48, Alamo Land & Sugar Company's Subdivision, Hidalgo County, Texas, as recorded in Volume 1, Page 24-26, Map Records, Hidalgo County, Texas.
Land Area	±2.643 Acres (2.273 Acres – Fee Simple / 0.370 Acres – HCID No. 2 Easement)
Highest & Best Use	Single Family Residential
City Zoning Ordinance	Not Applicable
Utilities Available	Potable Water / Electricity / Phone
Ownership History	The subject property was indicated to be under the ownership of The County of Hidalgo, and was purchased as part of the LJ Drain Project through the process of eminent domain.

SURVEY OF TRACT No. 3



PROPOSED
L.J. DRAINAGE LATERAL
PARCEL 4
A 2.643 ACRE TRACT OF LAND
OUT OF AN 18.21-ACRE TRACT
OUT OF LOT 6, BLOCK 48,
ALAMO LAND AND SUGAR COMPANY'S
SUBDIVISION,
HIDALGO COUNTY, TEXAS.
VOLUME 1, PAGES 24~26, M.R.H.C.

PARCEL 4

OWNER: Roderick V. Vergel de Dios and wife Tamara G. Vergel de Dios, by a Warranty Deed with Vendor's Lien, recorded in Document No. 982770, Official Records of Hidalgo County, Texas

DESCRIPTION: An 18.21-acre tract of land out of Lot 6, Block 48, Alamo Land & Sugar Company's Subdivision, as per map recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County Texas.

Total acreage: 18.21 ac
To be acquired: 2.643 ac.
Exist. H.C.I.D. No. 2 Irr. Easement: 0.37 ac
Proposed net taking: 2.273 ac
Remainder: 15.567 ac
Document: _____

The undersigned hereby certifies that this survey, as described hereon, was made on the ground and that the only improvements on the ground are as shown and that there are no visible encroachments, visible overlapping, apparent conflicts, or visible easements, except as shown hereon. This survey substantially conforms to the Minimum Standards of Practice as approved by the Texas Board of Professional Land Surveyors.

STATE OF TEXAS REGISTERED PABLO SOTO JR. 4541 PROFESSIONAL LAND SURVEYOR

PABLO SOTO, JR. - R.P.L.S. No. 4541
Date: 6/26/09 Rev: 10/2/09

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE - PHARR, TEXAS 78577
(TEL.) 956 782-2557 - (FAX) 956 782-2558
FIRM No. 486

JOB No.: ENG08.024J	DATE: 6/19/09
DRAWN BY: J.H.F.	PAGE: 3 OF 3

Yellow Highlight = Fee Simple; Green Highlight = Hidalgo County Irrigation District Easement

EXHIBIT "A"

COUNTY: HIDALGO

DITCH: L. J. Drainage Lateral

PROJECT LIMITS: From Cesar Chavez Rd. to Alamo Lateral Drain

FIELD NOTES FOR PARCEL – 4

Being a 2.643-acre tract of land out of an 18.21-acre tract out of Lot 6, Block 48, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24~26, Map Records of Hidalgo County, Texas. Said 18.21-acre tract is vested to: Roderick V. Vergel de Dios and wife, Tamara G. Vergel de Dios, from Ricardo Martinez and wife, Maria Martinez, dated March 21, 2003, by virtue of a Warranty Deed with Vendor's Lien, recorded in Document No. 1182770, Official Records of Hidalgo County, Texas. Said 2.643-acre tract of land being more particularly described by metes and bounds as follows;

Beginning at a No. 4 rebar set at the Northwest corner of Lot 6, for the Northwest corner and the **POINT OF BEGINNING** of this tract of land;

1. **THENCE**, South 81 degrees 28 minutes 09 seconds East, with the North line of Lot 6, a distance of 660.00 feet to a No. 4 rebar set at the Northeast corner of said 18.21-acre tract, for the Northeast corner of this tract of land;

2. **THENCE**, South 08 degrees 31 minutes 51 seconds West, with the East line of said 18.21-acre tract, a distance of 174.45 feet to a No. 4 rebar set at the Proposed South Right of Way line of L.J. Drainage Lateral, for the Southeast corner of this tract of land;

3. **THENCE,** North 81 degrees 28 minutes 09 seconds West, with the Proposed South Right of Way line of said L.J. Drainage Lateral, a distance of 629.73 feet to a No. 4 rebar set, for an exterior corner of this tract of land;

4. **THENCE,** North 81 degrees 26 minutes 51 seconds West, continuing with the Proposed South Right of Way line of said L.J. Drainage Lateral, a distance of 30.27 feet to a No. 4 rebar set at the West line of said Lot 6, for the Southwest corner of this tract of land;

5. **THENCE**, North 08 degrees 31 minutes 51 seconds East, with the West line of said Lot 6, a distance of 174.44 feet to the **POINT OF BEGINNING,** containing 2.643-acres, of which 0.37-acres lies in the Existing Hidalgo County Irrigation District No. 2 Easement, leaving a **Proposed Net Taking** of 2.273-acres of land, more or less.

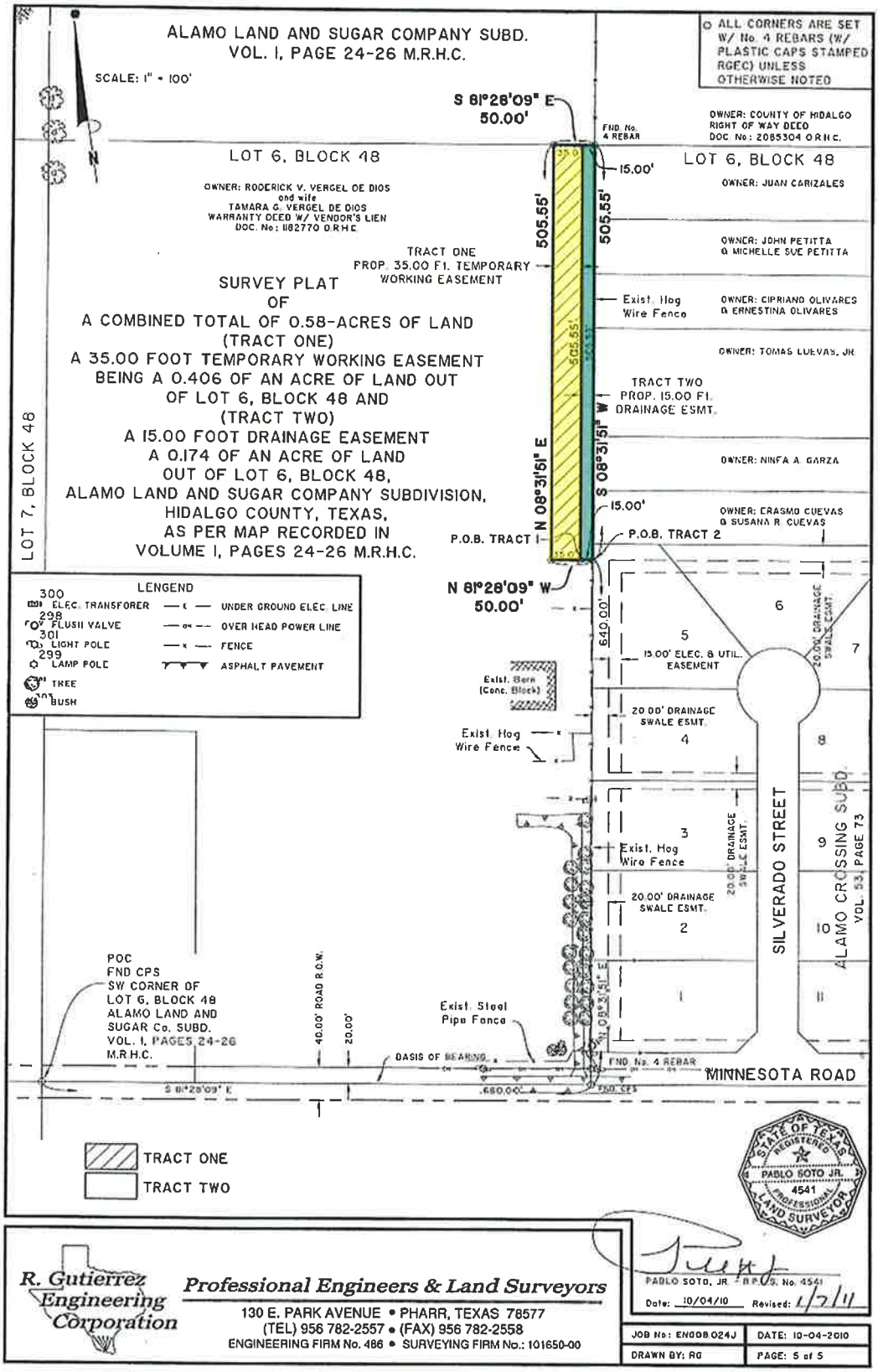
I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby certify the above metes and bounds are true and is the result of an actual survey performed on the ground under my direction.

PABLO SOTO, JR. – R.P.L.S. No. 4541
Date: 6/29/09
Rev.: 10/2/09

SUMMARY OF SALIENT FACTS – TRACT No. 4

Client of Report	Hidalgo County Precinct No. 2
Right of Way Project	LJ Drainage Project
LJ Drain Parcel No.	4A
Type of Property	Vacant Land
Original Owner of Record	Roderick V. Vergel de Dios & Tamara G. Vergel de Dios
Current Owner of Record	Hidalgo County, Texas
Property Rights Appraised	Fee Simple Estate & Easement Value
Date of On-Site Visit	October 1, 2014
Legal Description	A 0.174 acre tract of land out of 18.21 acre tract out of Lot 6, Block 48, Alamo Land & Sugar Company's Subdivision, Hidalgo County, Texas, as recorded in Volume 1, Page 24-26, Map Records, Hidalgo County, Texas.
Land Area	±0.174 Acres – HCID No. 2 Easement
Highest & Best Use	Vacant
City Zoning Ordinance	Not Applicable
Utilities Available	Potable Water / Electricity / Phone
Ownership History	The subject property was indicated to be under the ownership of The County of Hidalgo, and was purchased as part of the LJ Drain Project through the process of eminent domain.

SURVEY OF TRACT No. 4



Yellow Highlight = Fee Simple; Green Highlight = Hidalgo County Irrigation District Easement

R. Gutierrez Engineering Corporation
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558

Eng08.024J
October 4, 2010, 2010

METES AND BOUNDS DESCRIPTION
OF
(TRACT TWO)
A 15.00 FOOT DRAINAGE EASEMENT,
BEING A 0.174 OF AN ACRE OF LAND OUT
OF LOT 6, BLOCK 48,
ALAMO LAND AND SUGAR COMPANY SUBDIVISION,
HIDALGO COUNTY, TEXAS,
AS PER MAP RECORDED IN
VOLUME 1, PAGES 24-26 M.R.H.C.

Being a 0.174 of an acre of land out of Lot 6, Block 48, Alamo Land and Sugar Company Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas. Said 0.174 of an acre of land being more particularly described by metes and bounds as follows;

Commencing at a cotton picker spindle found at the Southwest corner of Lot 6, Block 48, Alamo Land and Sugar Company Subdivision; **Thence**, South 81 degrees 28 minutes 09 seconds East, with the South line of said Lot 6, Block 48, a distance of 660.00 feet to a cotton picker spindle found at the Southwest corner of Alamo Crossing Subdivision(recorded in Volume 53, Page 73, Map Records of Hidalgo County, Texas); **Thence**, North 08 degrees 31 minutes 51 seconds East, with the West line of said Alamo Crossing Subdivision, a distance of 20.00 feet pass a No. 4 rebar found at the South Right of Way line of Minnesota Road and at a total distance of 640.00 feet to a No. 4 rebar set for the Southeast corner and **POINT OF BEGINNING** of this tract of land;

THENCE, North 81 degrees 28 minutes 09 seconds West, parallel the to the South line of said Lot 6, Block 48, a distance of 15.00 feet to a No. 4 rebar set for the Southwest Corner of this tract of land;

THENCE, North 08 degrees 31 minutes 51 seconds East, parallel to the West line of said Lot 6, Block 48, a distance of 505.55 feet to a No. 4 rebar set for the Northwest corner of this tract of land;

THENCE, South 81 degrees 28 minutes 09 seconds East, parallel to the South Line of said Lot 6, Block 48, a distance of 15.00 feet to a No. 4 rebar found for the Northeast corner of this tract of land;

THENCE, South 08 degrees 31 minutes 51 seconds West, parallel to the West line of said Lot 6, Block 48, a distance of 505.55 feet to the **POINT OF BEGINNING** and containing 0.174 of an acre of land more or less.

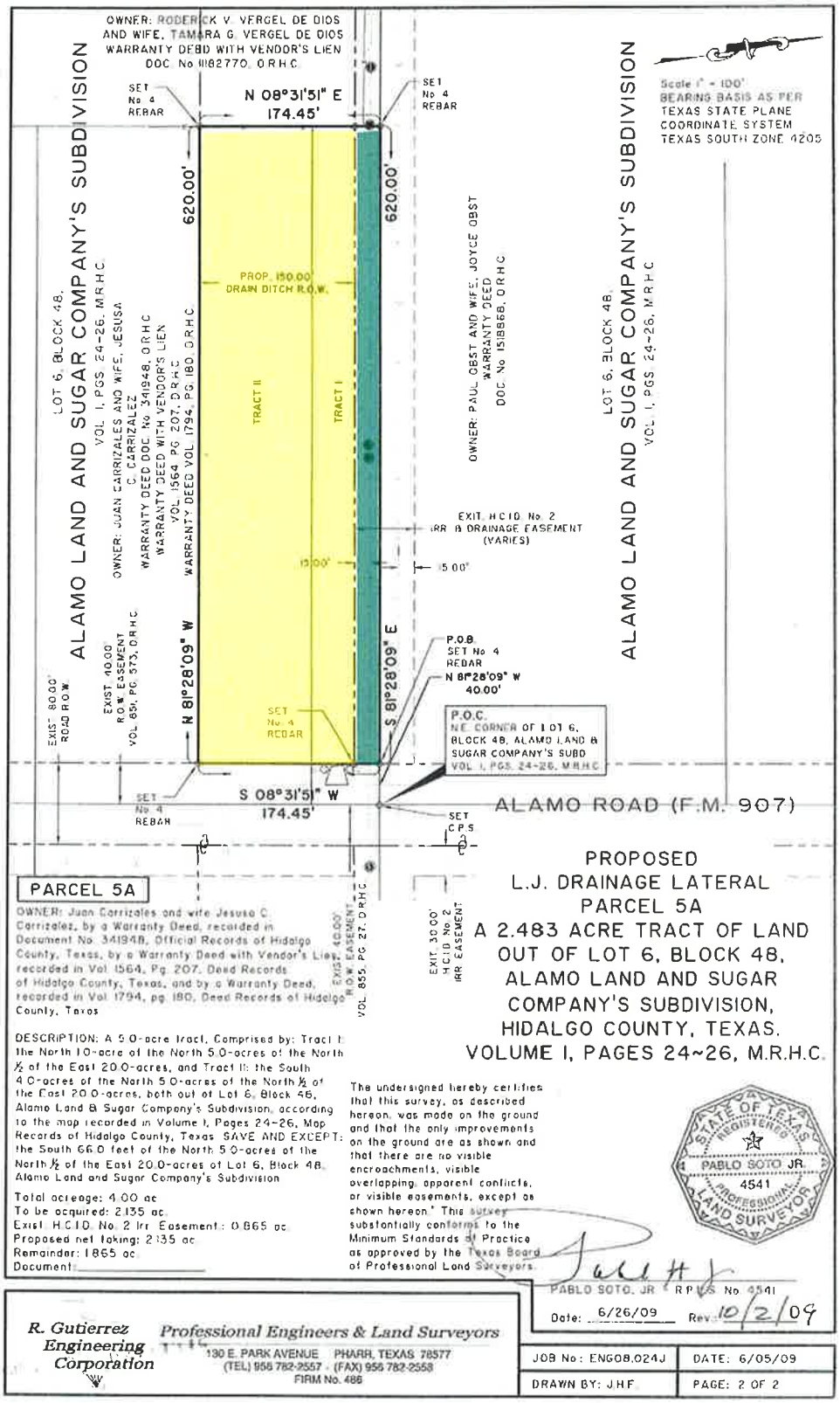
PABLO SOTO Jr. – R.P.L.S. No. 4515

Date: 10/4/10

SUMMARY OF SALIENT FACTS – TRACT No. 5

Client of Report	Hidalgo County Precinct No. 2
Right of Way Project	LJ Drainage Project
LJ Drain Parcel No.	5A
Type of Property	Vacant Land
Original Owner of Record	Juan Carrizales
Current Owner of Record	Hidalgo County, Texas
Property Rights Appraised	Fee Simple Estate and Easement Value
Date of On-Site Visit	October 1, 2014
Legal Description	A 2.483 acre tract of land out of Lot 6, Block 46, Alamo Land & Sugar Company's Subdivision, Hidalgo County, Texas, as recorded in Volume 1, Page 24-26, Map Records, Hidalgo County, Texas.
Land Area	±2.483 Acres (2.135 Acres – Fee Simple / 0.348 Acres – HCID No. 2 Easement)
Highest & Best Use	Single Family Residential Development
City Zoning Ordinance	Not Applicable
Utilities Available	Potable Water / Electricity / Phone
Ownership History	The subject property was indicated to be under the ownership of The County of Hidalgo, and was purchased as part of the LJ Drain Project through the process of eminent domain.

SURVEY OF TRACT No. 5



PARCEL 5A

OWNER: Juan Carrizales and wife Jesusa C. Carrizalez, by a Warranty Deed, recorded in Document No. 341948, Official Records of Hidalgo County, Texas, by a Warranty Deed with Vendor's Lien, recorded in Vol. 1564, Pg. 207, Deed Records of Hidalgo County, Texas, and by a Warranty Deed, recorded in Vol. 1794, pg. 180, Deed Records of Hidalgo County, Texas

DESCRIPTION: A 5.0-acre tract, Comprised by: Tract I: the North 1.0-acre of the North 5.0-acres of the North ½ of the East 20.0-acres, and Tract II: the South 4.0-acres of the North 5.0-acres of the North ½ of the East 20.0-acres, both out of Lot 6, Block 48, Alamo Land & Sugar Company's Subdivision, according to the map recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas SAVE AND EXCEPT: the South 66.0 feet of the North 5.0-acres of the North ½ of the East 20.0-acres of Lot 6, Block 48, Alamo Land and Sugar Company's Subdivision

Total acreage: 4.00 ac
To be acquired: 2.135 ac
Exist. H.C.I.D. No. 2 Irr. Easement: 0.865 ac
Proposed net taking: 2.135 ac
Remainder: 1.865 ac
Document: _____

PROPOSED
L.J. DRAINAGE LATERAL
PARCEL 5A
A 2.483 ACRE TRACT OF LAND
OUT OF LOT 6, BLOCK 48,
ALAMO LAND AND SUGAR
COMPANY'S SUBDIVISION,
HIDALGO COUNTY, TEXAS.
VOLUME 1, PAGES 24~26, M.R.H.C.

The undersigned hereby certifies that this survey, as described hereon, was made on the ground and that the only improvements on the ground are as shown and that there are no visible encroachments, visible overlapping, apparent conflicts, or visible easements, except as shown hereon. This survey substantially conforms to the Minimum Standards of Practice as approved by the Texas Board of Professional Land Surveyors.

STATE OF TEXAS REGISTERED PABLO SOTO JR. 4541 PROFESSIONAL LAND SURVEYOR

PABLO SOTO, JR. R.P.L.S. No. 4541
Date: 6/26/09 Rev. 10/2/09

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE PHARR, TEXAS 78577
(TEL) 956 782-2557 - (FAX) 956 782-2558
FIRM No. 486

JOB No: ENG08.024J	DATE: 6/05/09
DRAWN BY: J.H.F.	PAGE: 2 OF 2

Yellow Highlight = Fee Simple; Green Highlight = Hidalgo County Irrigation District Easement

EXHIBIT "A"

COUNTY: HIDALGO

DITCH: L. J. Drainage Lateral

PROJECT LIMITS: From Cesar Chavez Rd. to Alamo Lateral Drain

FIELD NOTES FOR PARCEL – 5A

Being a 2.483-acre tract of land comprised of Tract I: A 0.591 of an acre out of the North 1.0-acre of the North 5.0-acres of the North one-half (1/2) of the East 20.0-acres, and Tract II: 1.544-acres out of the South 4.0-acres of the North 5.0-acres of the North one-half (1/2) of the East 20.0-acres, both out of Lot 6, Block 48, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24~26, Map Records of Hidalgo County, Texas. Said Tract I is vested to Juan Carrizales and wife, Jesusa C. Carrizales., from Felix Cuevas and Margarita Mendez Cuevas, by virtue of a Warranty Deed, dated August 31, 1992, recorded in Document No. 341948, Official Records, Hidalgo County, Texas, Tract II is vested to Juan Carrizales and wife, Jesusa C. Carrizales, by virtue of a Warranty Deed with Vendor's Lien, Dated December 30, 1977, recorded in Volume 1564, Page 207, Deed Records of Hidalgo County, Texas, and by a Warranty Deed dated July 6, 1982, recorded in Volume 1794, Page 180, Deed Records of Hidalgo County, Texas. Save and Except: a tract of Land containing 1.0-acre tract being the South 66.0 feet of the North 5.0-acres of the North one-half (1/2) of the East 20.0-acres of said Lot 6, Block 48, recorded in Document No. 321187, Official Records of Hidalgo County, Texas. Said 2.483-acre tract of land being more particularly described by metes and bounds as follows;

Commencing at a Cotton Picker Spindle set at the Northeast corner of Lot 6, **THENCE**, North 81 degrees 28 minutes 09 seconds West, with the North line of Lot 6, a distance of 40.00 feet to a No. 4 rebar set on the Existing West Right of Way line of Alamo Road (F.M. 907), for the Northeast corner and the **POINT OF BEGINNING** of this tract of land;

1. **THENCE**, South 08 degrees 31 minutes 51 seconds West, with the Existing West Right of Way line of said Alamo Road (F.M. 907), a distance of 174.45 feet to a No. 4 rebar set at the Proposed South Right of Way line of L.J. Drainage Lateral, for the Southeast corner of this tract of land;

2. **THENCE,** North 81 degrees 28 minutes 09 seconds West, with the Proposed South Right of Way line of said L.J. Drainage Lateral, a distance of 620.00 feet to a No. 4 rebar set at the West line of the East 20.0-acres of Lot 6, Block 48, for the Southwest corner of this tract of land;

3. **THENCE**, North 08 degrees 31 minutes 51 seconds East, with the West line of said 20.0-acres, a distance of 174.45 feet to a No. 4 rebar set at the North line of said Lot 6, for the Northwest corner of this tract of land;

4. **THENCE**, South 81 degrees 28 minutes 09 seconds East, with the North line of said Lot 6, a distance of 620.00 feet to the **POINT OF BEGINNING,** containing 2.483-acres, of which 0.348-acres lies in the Existing Hidalgo County Irrigation District No. 2 Easement, leaving a **Proposed Net Taking** of 2.135-acres of land, more or less.

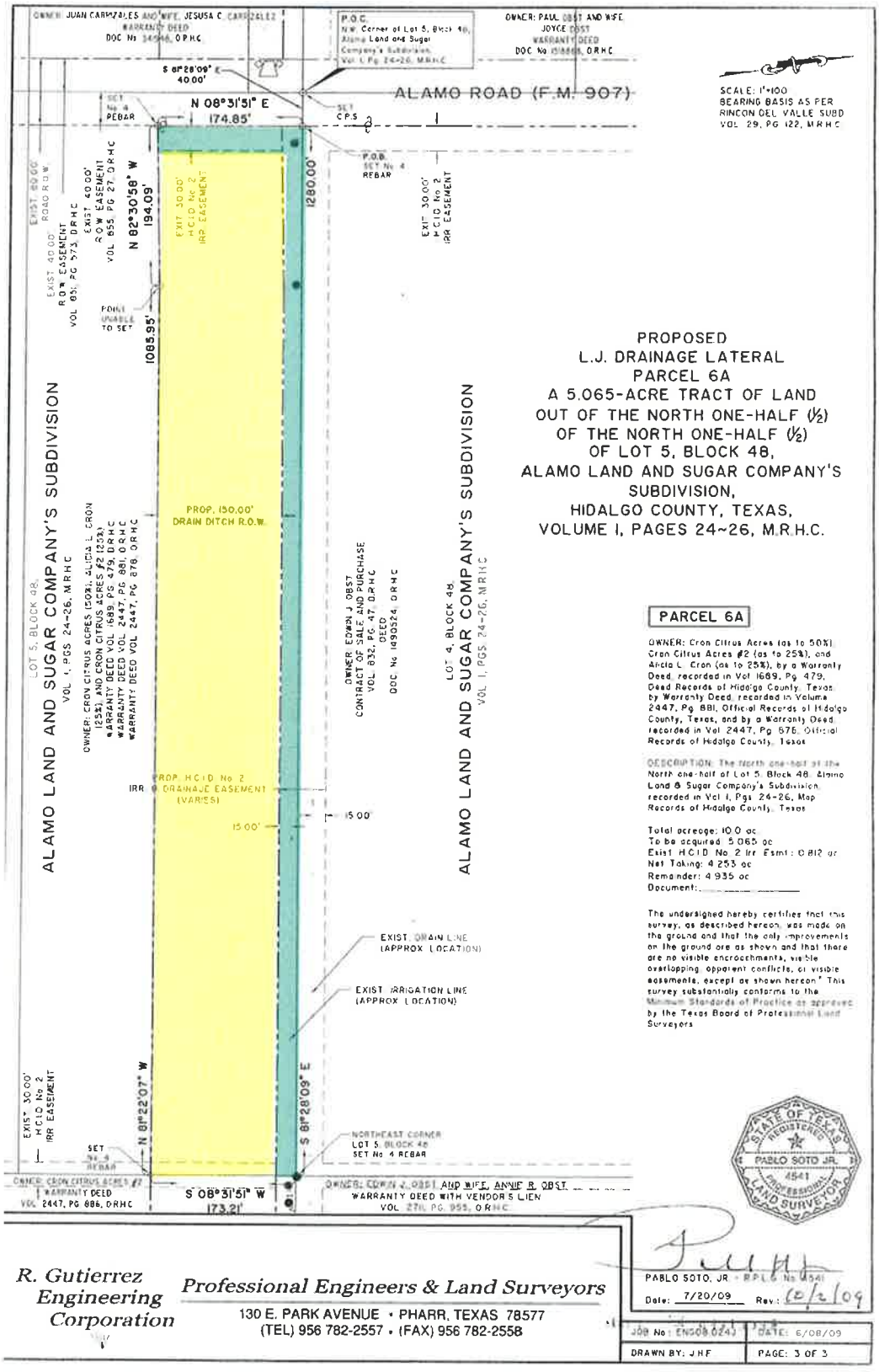
I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby certify the above metes and bounds are true and is the result of an actual survey performed on the ground under my direction.

PABLO SOTO, JR. R.P.L.S. No. 4541
Date: 6/29/09
Rev.: 10/2/09

SUMMARY OF SALIENT FACTS – TRACT No. 6

Client of Report	Hidalgo County Precinct No. 2
Right of Way Project	LJ Drainage Project
LJ Drain Parcel No.	6A
Type of Property	Vacant Land
Original Owner of Record	Cron Citrus Acres # 2 c/o Paul D. Cron & Auston Cron, et al
Current Owner of Record	Hidalgo County, Texas
Property Rights Appraised	Fee Simple Estate & Easement Value
Date of On-Site Visit	October 1, 2014
Legal Description	A 5.065 acre tract of land out of the North ½ of the North ½ of Lot 5, Block 48, Alamo Land & Sugar Company's Subdivision, Hidalgo County, Texas, as recorded in Volume 1, Page 24-26, Map Records, Hidalgo County, Texas.
Land Area	±5.056 Acres (4.253 Acres – Fee Simple / 0.812 Acres – HCID No. 2 Easement)
Highest & Best Use	Single Family Residential Development
City Zoning Ordinance	Not Applicable
Utilities Available	Potable Water / Electricity / Phone
Ownership History	The subject property was indicated to be under the ownership of The County of Hidalgo, and was purchased as part of the LJ Drain Project through the process of eminent domain.

SURVEY OF TRACT No. 6



Yellow Highlight = Fee Simple; Green Highlight = Hidalgo County Irrigation District Easement

EXHIBIT "A"

COUNTY: HIDALGO

DITCH: L. J. Drainage Lateral

PROJECT LIMITS: From Cesar Chavez Rd. to Alamo Lateral Drain

Eng08.024J
July 20, 2009
Parcel 6A
Page 1 of 3
Rev.: 10/02/09

FIELD NOTES FOR PARCEL – 6A

A 5.065-acre tract of land out of a 10.0-acre tract being the North one-half (1/2) of the North one-half (1/2) of Lot 5, Block 48, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24~26, Map Records of Hidalgo County, Texas. Said 10.0-acre Tract is vested to: Cron Citrus Acres (as to an undivided one-half interest), from Iris V.O. Cron, Independent Executrix of the Estate of Lawrence E. Cron, Deceased, dated September 12, 1980, by virtue of a Warranty Deed, recorded in Volume 1689, Page 479, Deed Records of Hidalgo County, Texas. To Cron Citrus Acres #2 a Texas General Partnership (as to an undivided 25%) and Alicia L. Cron (as to an undivided 25%), from Cron Citrus Acres, by virtue of a Warranty Deed, dated May 13, 1987, recorded in Volume 2447, Page 881, Official Records of Hidalgo County, Texas. Said 5.065-acre tract of land being more particularly described by metes and bounds as follows;

Commencing at a Cotton Picker Spindle set at the Northwest corner of said Lot 5, **THENCE**, South 81 degrees 28 minutes 09 seconds East, with the North line of said Lot 5, a distance of 40.00 feet to a No. 4 rebar set on the Existing East Right of Way line of Alamo Road (F.M. 907), for the Northwest corner and **POINT OF BEGINNING** of this tract of land;

1. **THENCE**, South 81 degrees 28 minutes 09 seconds East, with the North line of Lot 5, a distance of 1280.00 feet to a No. 4 rebar set at the Northeast corner of said Lot 5, for the Northeast corner of this tract of land;

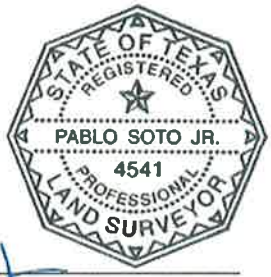
2. **THENCE**, South 08 degrees 31 minutes 51 seconds West, with the East line of said Lot 5, a distance of 173.21 feet to a No. 4 rebar set at the Proposed South Right of Way line of L.J. Drainage Lateral, for the Southeast corner of this tract of land;

3. **THENCE,** North 81 degrees 22 minutes 07 seconds West, with the Proposed South Right of Way line of said L.J. Drainage Lateral, a distance of 1085.95 feet to an interior corner of this tract of land;

4. **THENCE,** North 82 degrees 30 minutes 58 seconds West, continuing with the Proposed South Right of Way line of said L.J. Drainage Lateral, a distance of 194.09 feet to a No. 4 rebar set at the Existing East Right of Way line of said Alamo Road (F.M. 907), for the Southwest corner of this tract of land;

5. **THENCE**, North 08 degrees 31 minutes 51 seconds East, with the Existing East Right of Way line of said Alamo Road (907), a distance of 174.85 feet to the **POINT OF BEGINNING,** containing 5.065-acres, of which 0.812-acres lies in the Existing Hidalgo County Irrigation District No. 2 Easement, leaving a **Proposed Net Taking** of 4.253-acres of land, more or less.

I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby certify the above metes and bounds are true and is the result of an actual survey performed on the ground under my direction.

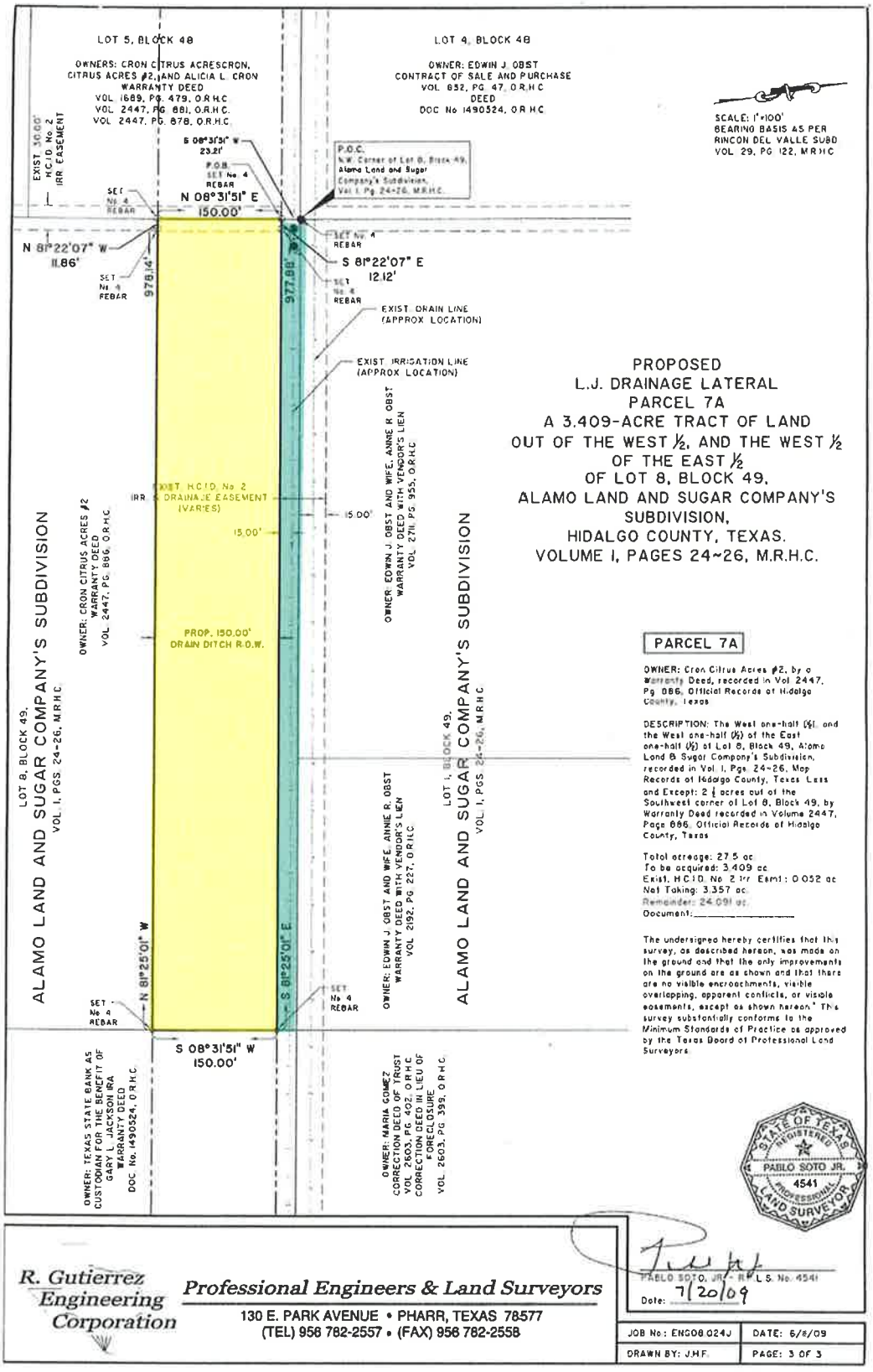


PABLO SOTO, JR. – R.P.L.S. No. 4541
Date: 7/20/09
Rev.: 10/2/09

SUMMARY OF SALIENT FACTS – TRACT No. 7

Client of Report	Hidalgo County Precinct No. 2
Right of Way Project	LJ Drainage Project
LJ Drain Parcel No.	7A
Type of Property	Vacant Land
Original Owner of Record	Cron Citrus Acre # 2 c/o Paul D. Cron & Austin Cron
Current Owner of Record	Hidalgo County, Texas
Property Rights Appraised	Fee Simple Estate
Date of On-Site Visit	October 1, 2014
Legal Description	A 3.95 acre tract of land out of a 27.5 acre tract being the West ½, and the West ½ of the East ½ of Lot 8, Block 49, Alamo Land & Sugar Company's Subdivision, Hidalgo County, Texas, as recorded in Volume 1, Page 24-26, Map Records, Hidalgo County, Texas.
Land Area	±3.95 Acres (3.357 Acres – Fee Simple / 0.59 Acres – HCID No. 2 Easement)
Highest & Best Use	Single Family Residential Development
City Zoning Ordinance	Not Applicable
Utilities Available	Potable Water / Electricity / Phone
Ownership History	The subject property was indicated to be under the ownership of The County of Hidalgo, and was purchased as part of the LJ Drain Project through the process of eminent domain.

SURVEY OF TRACT No. 7



Yellow Highlight = Fee Simple; Green Highlight = Hidalgo County Irrigation District Easement

EXHIBIT "A"

COUNTY: HIDALGO

Eng08.024J
June 12, 2009
Parcel 7A
Page 1 of 3

DITCH: L. J. Drainage Lateral

PROJECT LIMITS: From Cesar Chavez Rd. to Alamo Lateral Drain

FIELD NOTES FOR PARCEL – 7A

A 3.409-acre tract of land out of a 27.5-acre tract being the West one half (1/2), and the West one-half (1/2) of the East one-half (1/2) of Lot 8, Block 49, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24~26, Map Records of Hidalgo County, Texas. Said 27.5 acre tract is vested to: Cron Citrus Acres #2, a Texas General Partnership composed of: Paul Douglas Cron and Auston B. Cron, from P. Douglas Cron Independent Executor of the Estate of Iris V.O. Cron, Deceased and Cron Citrus Acres, by virtue of a Warranty Deed, dated May 13, 1987, recorded in Volume 2447, Page 886, Official Records of Hidalgo County, Texas, Less and Except: 2 ½ acres out of the Southwest corner of said Lot 8, by virtue of a Warranty Deed, recorded in Volume 2447, Page 886, Official Records of Hidalgo County, Texas. Said 3.409-acre tract of land being more particularly described by metes and bounds as follows;

Commencing at a No. 4 rebar set at the Northwest corner of Lot 8, **THENCE**, South 08 degrees 31 minutes 51 seconds West, with the West line of Lot 8, a distance of 23.21 feet to a No. 4 rebar set at the Proposed North Right of Way line of L.J. Drainage Lateral, for the Northwest corner and the **POINT OF BEGINNING** of this tract of land;

1. **THENCE**, South 81 degrees 22 minutes 07 seconds East, with the Proposed North Right of Way line of said L.J. Drainage Lateral, a distance of 12.12 feet to a No. 4 rebar set, for an exterior corner of this tract of land;

2. **THENCE**, South 81 degrees 25 minutes 01 seconds East, continuing with the Proposed North Right of Way line of said L.J. Drainage Lateral, a distance of 977.88 feet to a No. 4 rebar set, for the Northeast corner of this tract of land;

3. **THENCE**, South 08 degrees 31 minutes 51 seconds West, a distance of 150.00 feet to a No. 4 rebar set at the Proposed South Right of Way line of said L.J. Drainage Lateral, for the Southeast corner of this tract of land;

4. **THENCE,** North 81 degrees 25 minutes 01 seconds West, with the Proposed South Right of Way line of said L.J. Drainage Lateral, a distance of 978.14 feet to a No. 4 rebar set, for an interior corner of this tract of land;

5. **THENCE,** North 81 degrees 22 minutes 07 seconds West, continuing with the Proposed South Right of Way line of said L.J. Drainage Lateral, a distance of 11.86 feet to a No. 4 rebar set at the West line of said Lot 8, for the Southwest corner of this tract of land;

6. **THENCE**, North 08 degrees 31 minutes 51 seconds East, with the West line of said Lot 8, a distance of 150.00 feet to the **POINT OF BEGINNING,** containing 3.409-acres, of which 0.052-acres lies in the Existing Hidalgo County Irrigation District No. 2 Easement, leaving a **Proposed Net Taking** of 3.357-acres of land, more or less.

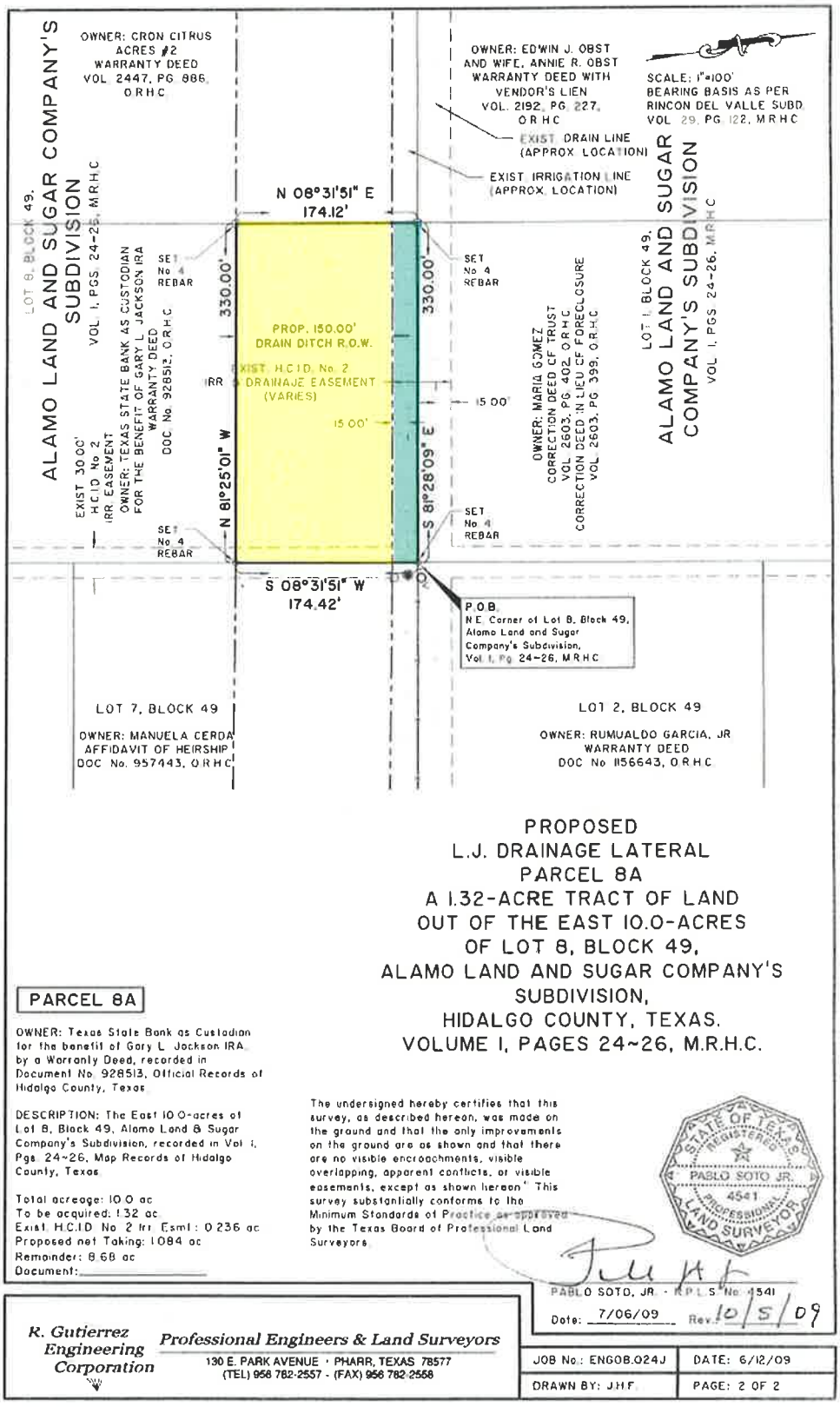
I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby certify the above metes and bounds are true and is the result of an actual survey performed on the ground under my direction.

PABLO SOTO, JR. – R.P.L.S. No. 4541
Date: 7/20/09

SUMMARY OF SALIENT FACTS – TRACT No. 8

Client of Report	Hidalgo County Precinct No. 2
Right of Way Project	LJ Drainage Project
LJ Drain Parcel No.	8A
Type of Property	Vacant Land
Original Owner of Record	Border Capital Bank, Custodian FBO Gary L. Jackson IRA
Current Owner of Record	Hidalgo County, Texas
Property Rights Appraised	Fee Simple Estate
Date of On-Site Visit	October 1, 2014
Legal Description	A 1.320 acre tract of land out of the East 10.0 acres of Lot 8, Block 49, Alamo Land & Sugar Company's Subdivision, Hidalgo County, Texas, as recorded in Volume 1, Page 24-26, Map Records, Hidalgo County, Texas.
Land Area	±1.320 Acres (1.084 Acres – Fee Simple / 0.236 Acres – HCID No. 2 Easement)
Highest & Best Use	Single Family Residential Development
City Zoning Ordinance	Not Applicable
Utilities Available	Potable Water / Electricity / Phone
Ownership History	The subject property was indicated to be under the ownership of The County of Hidalgo, and was purchased as part of the LJ Drain Project through the process of eminent domain.

SURVEY OF TRACT No. 8



PROPOSED
L.J. DRAINAGE LATERAL
PARCEL 8A
A 1.32-ACRE TRACT OF LAND
OUT OF THE EAST 10.0-ACRES
OF LOT 8, BLOCK 49,
ALAMO LAND AND SUGAR COMPANY'S
SUBDIVISION,
HIDALGO COUNTY, TEXAS.
VOLUME 1, PAGES 24~26, M.R.H.C.

PARCEL 8A

OWNER: Texas State Bank as Custodian for the benefit of Gary L. Jackson IRA by a Warranty Deed, recorded in Document No. 928513, Official Records of Hidalgo County, Texas.

DESCRIPTION: The East 10.0-acres of Lot 8, Block 49, Alamo Land & Sugar Company's Subdivision, recorded in Vol. 1, Pgs. 24~26, Map Records of Hidalgo County, Texas.

Total acreage: 10.0 ac
To be acquired: 1.32 ac
Exist. H.C.I.D. No. 2 Irr. Esmt: 0.236 ac
Proposed net Taking: 1.084 ac
Remainder: 8.68 ac
Document:_____

The undersigned hereby certifies that this survey, as described hereon, was made on the ground and that the only improvements on the ground are as shown and that there are no visible encroachments, visible overlapping, apparent conflicts, or visible easements, except as shown hereon. This survey substantially conforms to the Minimum Standards of Practice as approved by the Texas Board of Professional Land Surveyors.

STATE OF TEXAS REGISTERED PABLO SOTO JR. 4541 PROFESSIONAL LAND SURVEYOR

PABLO SOTO, JR. - R.P.L.S. No. 4541
Date: 7/06/09 Rev. 10/5/09

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 - (FAX) 956 782-2558

JOB No.: ENG08.024J	DATE: 6/12/09
DRAWN BY: J.H.F.	PAGE: 2 OF 2

Yellow Highlight = Fee Simple; Green Highlight = Hidalgo County Irrigation District Easement

EXHIBIT "A"

COUNTY: HIDALGO

DITCH: L. J. Drainage Lateral

PROJECT LIMITS: From Cesar Chavez Rd. to Alamo Lateral Drain

Eng08.024J
July 06, 2009
Parcel 8A
Page 1 of 2
Rev.: 10/05/09

FIELD NOTES FOR PARCEL – 8A

Being a 1.32-acre tract of land out of the East 10-acres of Lot 8, Block 49, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24~26, Map Records of Hidalgo County, Texas. Said 10-acre tract is vested to: Texas State Bank as Custodian for the benefit of Gary L. Jackson IRA, from John E. Christian and wife, Norma Christian, by virtue of a Warranty Deed, dated November 30, 2000, recorded in Document No. 928513, Official Records of Hidalgo County, Texas. Said 1.32-acre tract of land being more particularly described by metes and bounds as follows;

Beginning at a No. 4 rebar set at the Northeast corner of Lot 8, for the Northeast corner and the **POINT OF BEGINNING** of this tract of land;

1. **THENCE**, South 08 degrees 31 minutes 51 seconds West, with the East line of said Lot 8, a distance of 174.42 feet to a No. 4 rebar set at the Proposed South Right of Way line of L.J. Drainage Lateral, for the Southeast corner of this tract of land;

2. **THENCE,** North 81 degrees 25 minutes 01 seconds West, with the Proposed South Right of Way line of said L.J. Drainage Lateral, a distance of 330.00 feet to a No. 4 rebar set at the West line of said 10.0-acre tract, for the Southwest corner of this tract of land;

3. **THENCE**, North 08 degrees 31 minutes 51 seconds East, with the West line of said 10.0-acre tract, a distance of 174.12 feet to a No. 4 rebar set at the North line of said Lot 8, for the Northwest corner of this tract of land;

4. **THENCE**, South 81 degrees 28 minutes 09 seconds East, with the North line of said Lot 8, a distance of 330.00 feet to the **POINT OF BEGINNING,** containing 1.32-acres, of which 0.236-acres lies in the Existing Hidalgo County Irrigation District No. 2 Easement, leaving a **Proposed Net Taking** of 1.084-acres of land, more or less.

I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby certify the above metes and bounds are true and is the result of an actual survey performed on the ground under my direction.

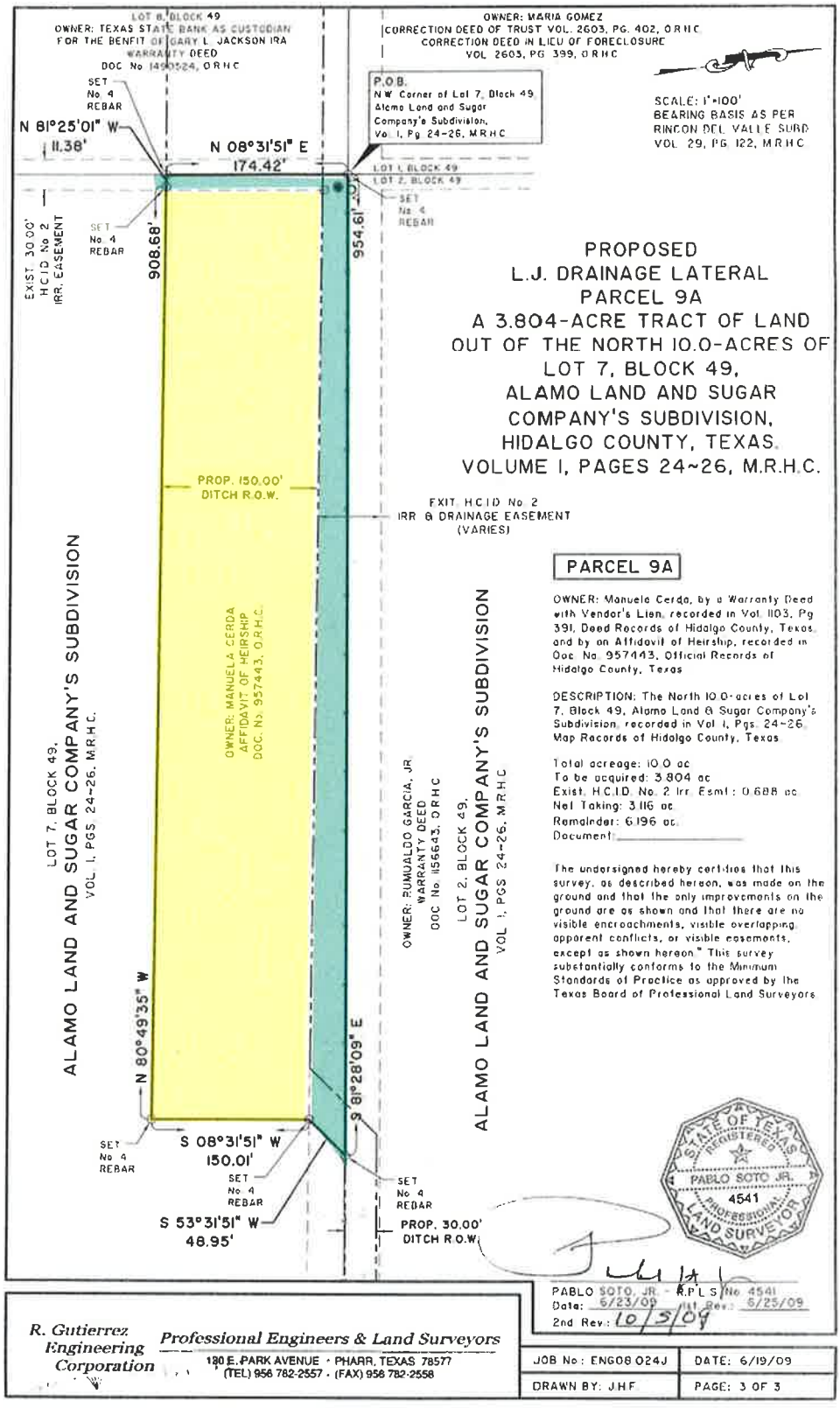
STATE OF TEXAS
REGISTERED
PABLO SOTO JR.
4541
PROFESSIONAL
LAND SURVEYOR

PABLO SOTO, JR. – R.P.L.S. No. 4541
Date: 7/06/09
Rev.: 10/5/09

SUMMARY OF SALIENT FACTS – TRACT No. 9

Client of Report	Hidalgo County Precinct No. 2
Right of Way Project	LJ Drainage Project
LJ Drain Parcel No.	9A
Type of Property	Vacant Land
Original Owner of Record	Manuela C. Cerda
Current Owner of Record	Hidalgo County, Texas
Property Rights Appraised	Fee Simple Estate
Date of On-Site Visit	October 1, 2014
Legal Description	A 3.804 acre tract of land out of the North 10.0 acre of Lot 7, Block 48, Alamo Land & Sugar Company's Subdivision, Hidalgo County, Texas, as recorded in Volume 1, Page 24-26, Map Records, Hidalgo County, Texas.
Land Area	±3.804 Acres (3.1160 Acres – Fee Simple / 0.688 Acres – HCID No. 2 Easement)
Highest & Best Use	Single Family Residential Development
City Zoning Ordinance	Not Applicable
Utilities Available	Potable Water / Electricity / Phone
Ownership History	The subject property was indicated to be under the ownership of The County of Hidalgo, and was purchased as part of the LJ Drain Project through the process of eminent domain.

SURVEY OF TRACT No. 9



Yellow Highlight = Fee Simple; Green Highlight = Hidalgo County Irrigation District Easement

EXHIBIT "A"

COUNTY: HIDALGO

DITCH: L. J. Drainage Lateral

PROJECT LIMITS: From Cesar Chavez Rd. to Alamo Lateral Drain

Eng08.024J
June 22, 2009
Parcel 9A
Page 1 of 3
1st Rev.: 6/25/09
2nd Rev.: 10/05/09

FIELD NOTES FOR PARCEL – 9A

Being a 3.804-acre tract of land out of the North 10.0-acres of Lot 7, Block 49, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24~26, Map Records of Hidalgo County, Texas. Said 10.0-acre tract is vested to Manuela Cerda, from Joseph P. Boro and wife, Sophie N. Boro, and from the Estate of Pedro Cerda, Deceased, by virtue of a Warranty Deed with Vendor's Lien, dated November 24, 1964, recorded in Volume 1103, Page 391, Deed Records of Hidalgo County, Texas, and by an Affidavit of Heirship, recorded in Document No. 957443, Official Records of Hidalgo County, Texas. Said 3.804-acre tract of land being more particularly described by metes and bounds as follows;

Beginning at a No. 4 rebar set at the Northwest corner of Lot 7, for the Northwest corner and the **POINT OF BEGINNING** of this tract of land;

1. **THENCE**, South 81 degrees 28 minutes 09 seconds East, with the North line of Lot 7, a distance of 954.61 feet to a No. 4 rebar set, for the Northeast corner of this tract of land;

2. **THENCE**, South 53 degrees 31 minutes 51 seconds West, a distance of 48.95 feet to a No. 4 rebar set, for an interior corner of this tract of land;

3. **THENCE**, South 08 degrees 31 minutes 51 seconds West, a distance of 150.01 feet to a No. 4 rebar set at the Proposed South Right of Way line of L.J. Drainage Lateral, for the Southeast corner of this tract of land;

4. **THENCE,** North 80 degrees 49 minutes 35 seconds West, with the Proposed South Right of Way line of said L.J. Drainage Lateral, a distance of 908.68 feet to a No. 4 rebar set, for an interior corner of this tract of land;

5. **THENCE,** North 81 degrees 25 minutes 01 seconds West, continuing with the Proposed South Right of Way line of said L.J. Drainage Lateral, a distance of 11.38 feet to a No. 4 rebar set at the West line of said Lot 7, for the Southwest corner of this tract of land;

6. **THENCE**, North 08 degrees 31 minutes 51 seconds East, with the West line of said Lot 7, a distance of 174.42 feet to the **POINT OF BEGINNING,** containing 3.804-acres, of which 0.688-acres lies in the Existing Hidalgo County Irrigation District No. 2 Easement, leaving a **Proposed Net Taking** of 3.116-acres of land, more or less.

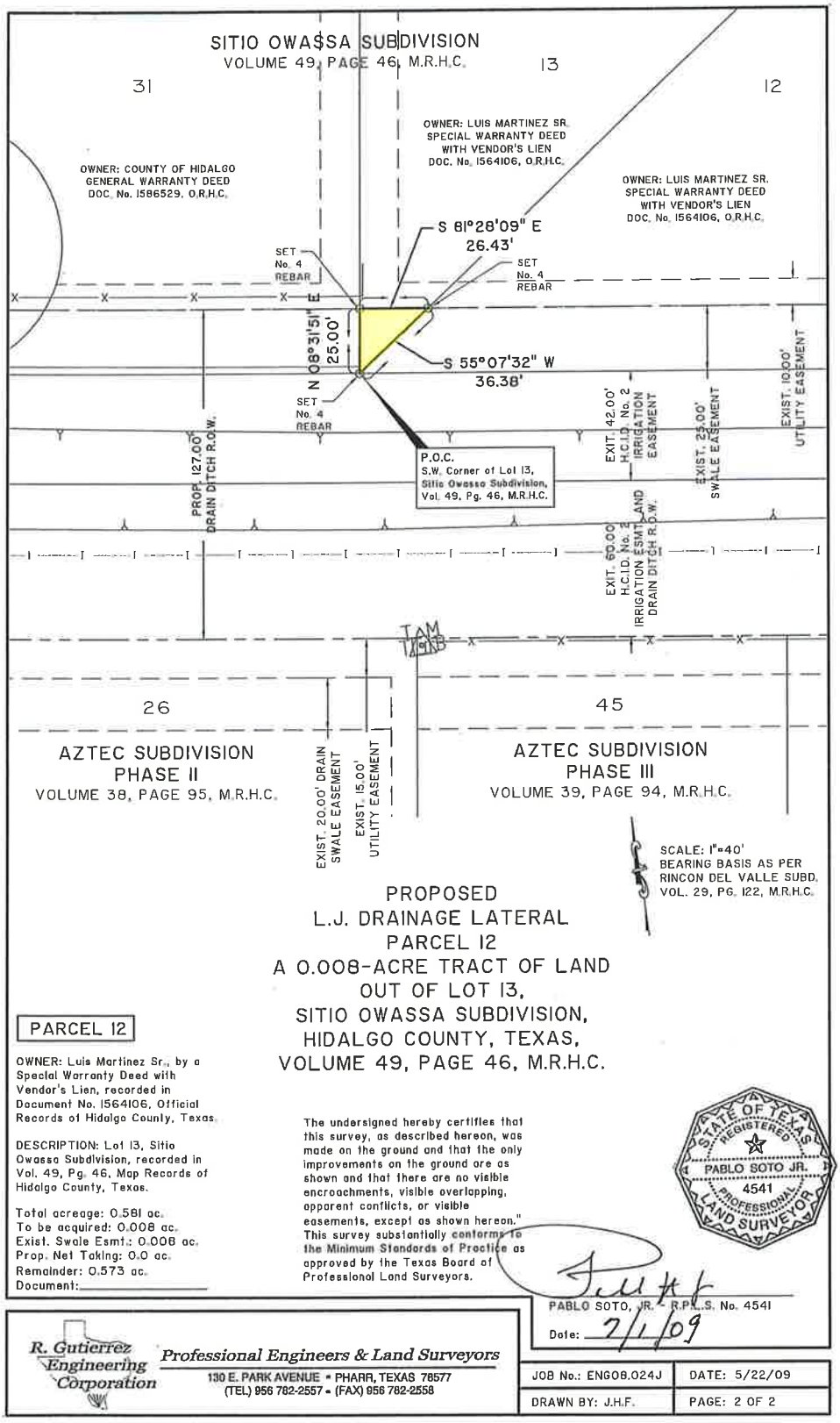
I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby certify the above metes and bounds are true and is the result of an actual survey performed on the ground under my direction.

PABLO SOTO, JR. – R.P.L.S. No. 4541
Date: 6/23/09
1st Rev.: 6/25/09
2nd Rev.: 10/5/09

SUMMARY OF SALIENT FACTS – TRACT No. 10

Client of Report	Hidalgo County Precinct No. 2
Right of Way Project	LJ Drainage Project
LJ Drain Parcel No.	12
Type of Property	Vacant Land
Original Owner of Record	Luis Martinez, Sr.
Current Owner of Record	Hidalgo County, Texas
Property Rights Appraised	Fee Simple Estate
Date of On-Site Visit	October 1, 2014
Legal Description	A 0.008 acre tract of land out of Lot 13 Sitio Owassa Subdivision, Hidalgo County, Texas, as recorded in Volume 49, Page 46, Map Records, Hidalgo County, Texas.
Land Area	±0.008 Acres (348 Square feet)
Highest & Best Use	Single Family Residential Development
City Zoning Ordinance	Not Applicable
Utilities Available	Potable Water / Electricity / Phone
Ownership History	The subject property was indicated to be under the ownership of The County of Hidalgo, and was purchased as part of the LJ Drain Project through the process of eminent domain.

SURVEY OF TRACT No. 10



Yellow Highlight = Fee Simple; Green Highlight = Hidalgo County Irrigation District Easement

EXHIBIT "A"

COUNTY: HIDALGO

DITCH: L. J. Drainage Lateral

PROJECT LIMITS: From Cesar Chavez Rd. to Alamo Lateral Drain

Eng08.024J
May 27, 2009
Parcel 12

FIELD NOTES FOR PARCEL – 12

Being a 0.008-acre tract of land out of Lot 13, Sitio Owassa Subdivision, Hidalgo County, Texas, as per map recorded in Volume 49, Page 46, Map Records of Hidalgo County, Texas. Said Lot 13 is vested to Luis Martinez Sr., from OH Investment Properties, Inc., a Texas Corporation, by virtue of a Special Warranty Deed with Vendor's Lien, dated December 30, 2005, recorded in Document No. 1564106, Official Records of Hidalgo County, Texas. Said 0.008-acre tract of land being more particularly described by metes and bounds as follows;

Beginning at the Southwest corner of Lot 13, for the Southwest corner of this tract of land and the **POINT OF BEGINNING**;

1. **THENCE**, North 08 degrees 31 minutes 51 seconds East, with the West line of said Lot 13, a distance of 25.00 feet to a No. 4 rebar set at the Proposed North Right of Way line of said L.J. Drainage Lateral, for the Northwest corner of this tract of land;

2. **THENCE**, South 81 degrees 28 minutes 09 seconds East, with the Proposed North Right of Way line of said L.J. Drainage Lateral, a distance of 26.43 feet to a No. 4 rebar set at the East line of said Lot 13, for the Northeast corner of this tract of land;

3. **THENCE**, South 55 degrees 07 minutes 32 seconds West, with the East line of said Lot 13, a distance of 36.38 feet to the **POINT OF BEGINNING,** containing 0.008-acres, of which 0.008-acres lies in the Existing Swale Easement.

I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby certify the above metes and bounds are true and is the result of an actual survey performed on the ground under my direction.

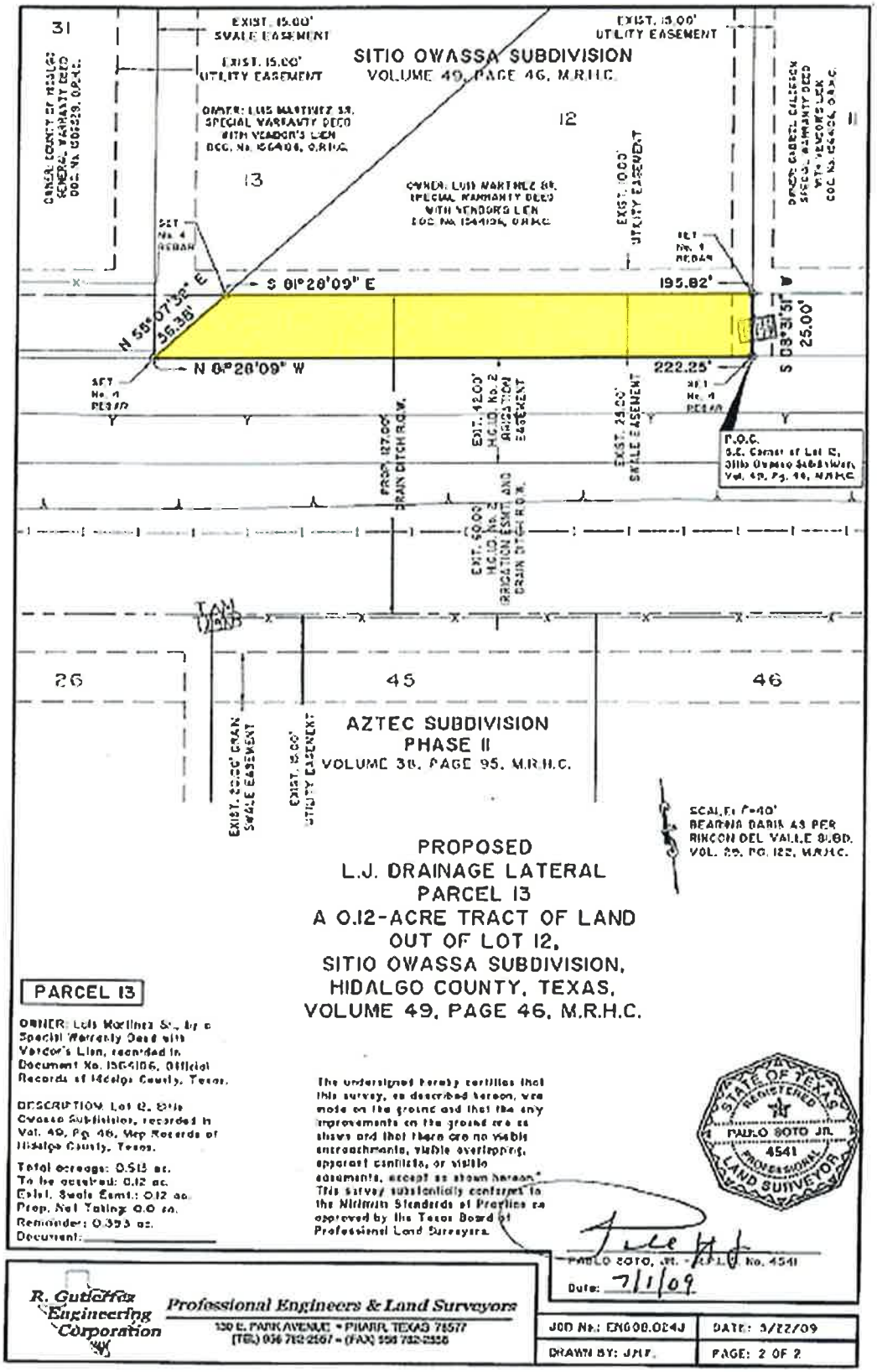
STATE OF TEXAS
REGISTERED
PABLO SOTO JR.
4541
PROFESSIONAL
LAND SURVEYOR

PABLO SOTO, JR. – R.P.L.S. No. 4541
Date: 7/1/09

SUMMARY OF SALIENT FACTS – TRACT No. 11

Client of Report	Hidalgo County Precinct No. 2
Right of Way Project	LJ Drainage Project
LJ Drain Parcel No.	13
Type of Property	Vacant Land
Original Owner of Record	Luis Martinez, Sr.
Current Owner of Record	Hidalgo County, Texas
Property Rights Appraised	Fee Simple Estate
Date of On-Site Visit	October 1, 2014
Legal Description	A 0.12 acre tract of land out of Lot 12, Sitio Owassa Subdivision, Hidalgo County, Texas, as recorded in Volume 49, Page 46, Map Records, Hidalgo County, Texas.
Land Area	±0.12 Acres
Highest & Best Use	Single Family Residential Development
City Zoning Ordinance	Not Applicable
Utilities Available	Potable Water / Electricity / Phone
Ownership History	The subject property was indicated to be under the ownership of The County of Hidalgo, and was purchased as part of the LJ Drain Project through the process of eminent domain.

SURVEY OF TRACT No. 11



Yellow Highlight = Fee Simple; Green Highlight = Hidalgo County Irrigation District Easement

EXHIBIT "A"

COUNTY: HIDALGO

DITCH: L. J. Drainage Lateral

PROJECT LIMITS: From Cesar Chavez Rd. to Alamo Lateral Drain

Eng08.024J
May 27, 2009
Parcel 13

FIELD NOTES FOR PARCEL – 13

Being a 0.12-acre tract of land out of Lot 12, Sitio Owassa Subdivision, Hidalgo County, Texas, as per map recorded in Volume 49, Page 46, Map Records of Hidalgo County, Texas. Said Lot 12 is vested to Luis Martinez Sr., from OH Investment Properties, Inc., a Texas Corporation, by virtue of a Special Warranty Deed with Vendor's Lien, dated December 30, 2005, recorded in Document No. 1564106, Official Records of Hidalgo County, Texas. Said 0.12-acre tract of land being more particularly described by metes and bounds as follows;

Beginning at the Southeast corner of Lot 12, for the Southeast corner of this tract of land and the **POINT OF BEGINNING;**

1. **THENCE,** North 81 degrees 28 minutes 09 seconds West, with the South line of said Lot 12, a distance of 222.25 feet to a No. 4 rebar set at the Southwest corner of said Lot 12, for the Southwest corner of this tract of land;

2. **THENCE,** North 55 degrees 07 minutes 32 seconds East, with the West line of said Lot 12, a distance of 36.38 feet to a No. 4 rebar set at the Proposed North Right of Way line of L.J. Drainage Lateral, for the Northwest corner of this tract of land;

3. **THENCE,** South 81 degrees 28 minutes 09 seconds East, with the Proposed North Right of Way line of said L.J. Drainage Lateral, a distance of 195.82 feet to a No. 4 rebar set at the East line of said Lot 12, for the Northeast corner of this tract of land;

4. **THENCE,** South 08 degrees 31 minutes 51 seconds West, with the East line of said Lot 12, a distance of 25.00 feet to the **POINT OF BEGINNING,** containing 0.12-of an acre, of which 0.12-acres lies in the Existing Swale Easement.

I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby certify the above metes and bounds are true and is the result of an actual survey performed on the ground under my direction.

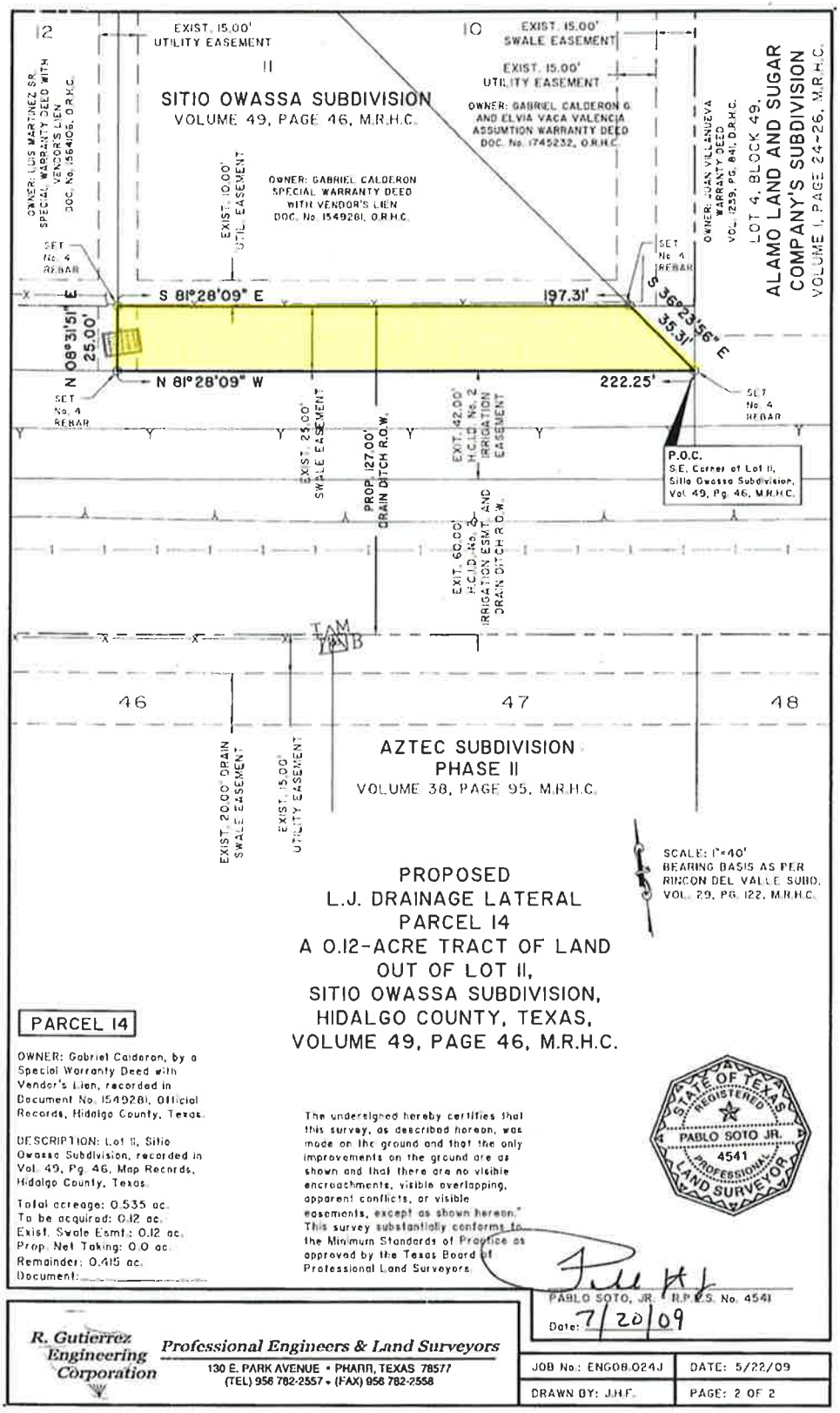
STATE OF TEXAS
REGISTERED
PABLO SOTO JR.
4541
PROFESSIONAL
LAND SURVEYOR

PABLO SOTO, JR. – R.P.L.S. No. 4541
Date: 7/1/09

SUMMARY OF SALIENT FACTS – TRACT No. 12

Client of Report	Hidalgo County Precinct No. 2
Right of Way Project	LJ Drainage Project
LJ Drain Parcel No.	14
Type of Property	Vacant Land
Original Owner of Record	Gabriel Calderon
Current Owner of Record	Hidalgo County, Texas
Property Rights Appraised	Fee Simple Estate
Date of On-Site Visit	October 1, 2014
Legal Description	A 0.12 acre tract of land out of Lot 11, Sitio Owassa Subdivision, Hidalgo County, Texas, as recorded in Volume 49, Page 46, Map Records, Hidalgo County, Texas.
Land Area	±0.12 Acres (swale easement within acquisition)
Highest & Best Use	Single Family Residential Development
City Zoning Ordinance	Not Applicable
Utilities Available	Potable Water / Electricity / Phone
Ownership History	The subject property was indicated to be under the ownership of The County of Hidalgo, and was purchased as part of the LJ Drain Project through the process of eminent domain.

SURVEY OF TRACT No. 12



Yellow Highlight = Fee Simple; Green Highlight = Hidalgo County Irrigation District Easement

EXHIBIT "A"

COUNTY: HIDALGO

DITCH: L. J. Drainage Lateral

Eng08.024J
May 27, 2009
Parcel 14

PROJECT LIMITS: From Cesar Chavez Rd. to Alamo Lateral Drain

FIELD NOTES FOR PARCEL – 14

Being a 0.12-acre tract of land out of Lot 11, Sitio Owassa Subdivision, Hidalgo County, Texas, as per map recorded in Volume 49, Page 46, Map Records of Hidalgo County, Texas. Said Lot 11 is vested to Gabriel Calderon, from OH Investment Properties, Inc., by virtue of a Special Warranty Deed with Vendor's Lien, dated November 23, 2005, recorded in Document No. 1549281, Official Records of Hidalgo County, Texas. Said 0.12-acre tract of land being more particularly described by metes and bounds as follows;

Beginning at a No. 4 rebar set at the Southeast corner of Lot 11, for the Southeast corner of this tract of land and the **POINT OF BEGINNING**;

1. **THENCE,** North 81 degrees 28 minutes 09 seconds West, with the South line of said Lot 11, a distance of 222.25 feet to a No. 4 rebar set at the Southwest corner of said Lot 11, for the Southwest corner of this tract of land;

2. **THENCE**, North 08 degrees 31 minutes 51 seconds East, with the West line said Lot 11, a distance of 25.00 feet to a No. 4 rebar set on the Proposed North Right of Way line of L.J. Drainage Lateral, for the Northwest corner of this tract of land;

3. **THENCE**, South 81 degrees 28 minutes 09 seconds East, with the Proposed North Right of Way line of said L.J. Drainage Lateral, a distance of 197.31 feet to a No. 4 rebar set at the East line of said Lot 11, for the Northeast corner of this tract of land;

4. **THENCE**, South 36 degrees 23 minutes 56 seconds East, with the East line said Lot 11, a distance of 35.31 feet to the **POINT OF BEGINNING,** containing 0.12-of an acre, of which 0.12-acres lies in the Existing Swale Easement.

I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby certify the above metes and bounds are true and is the result of an actual survey performed on the ground under my direction.

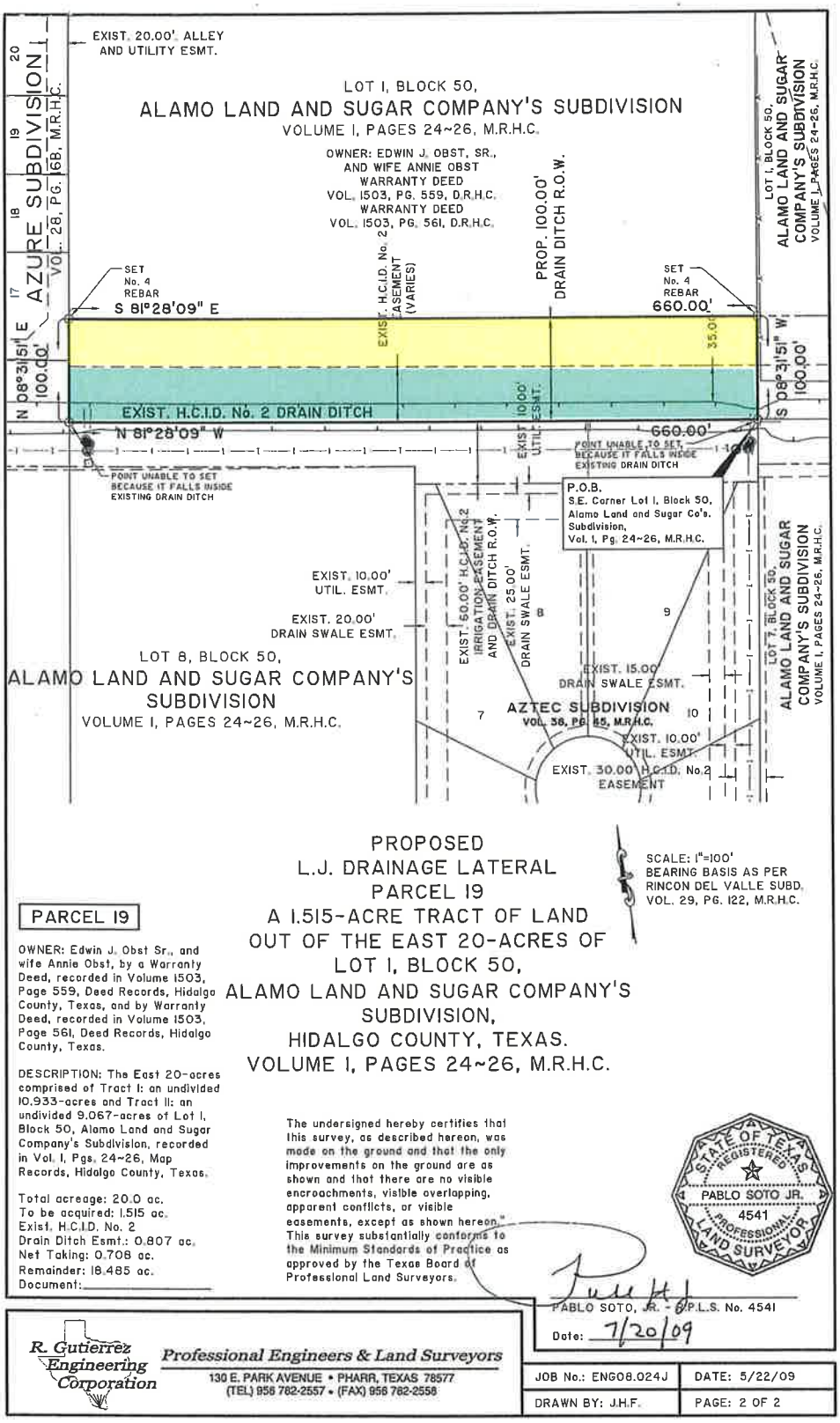
STATE OF TEXAS
REGISTERED
PABLO SOTO JR.
4541
PROFESSIONAL
LAND SURVEYOR

PABLO SOTO, JR. – R.P.L.S. No. 4541
DATE: 7/20/09

SUMMARY OF SALIENT FACTS – TRACT No. 13

Client of Report	Hidalgo County Precinct No. 2
Right of Way Project	LJ Drainage Project
LJ Drain Parcel No.	19
Type of Property	Vacant Land
Original Owner of Record	Edwin J. Obst, Sr. & Annie Obst
Current Owner of Record	Hidalgo County, Texas
Property Rights Appraised	Fee Simple Estate
Date of On-Site Visit	October 1, 2014
Legal Description	A 1.515 acre tract of land comprised of Tract I: an undivided 10.933 acres and Tract II: an undivided 9.067 acres out of the East 20.0 acres of Lot 1, Block 50, Alamo Land & Sugar Company's Subdivision, Hidalgo County, Texas, as recorded in Volume 1, Page 24-26, Map Records, Hidalgo County, Texas.
Land Area	±1.515 Acres (0.708 Acres – Fee Simple / 0.807 Acres – HCID No. 2 Easement)
Highest & Best Use	Single Family Residential Development
City Zoning Ordinance	Not Applicable
Utilities Available	Potable Water / Electricity / Phone
Ownership History	The subject property was indicated to be under the ownership of The County of Hidalgo, and was purchased as part of the LJ Drain Project through the process of eminent domain.

SURVEY OF TRACT No. 13



Yellow Highlight = Fee Simple; Green Highlight = Hidalgo County Irrigation District Easement

EXHIBIT "A"

COUNTY: HIDALGO

DITCH: L. J. Drainage Lateral

PROJECT LIMITS: From Cesar Chavez Rd. to Alamo Lateral Drain

Eng08.024J
May 29, 2009
Parcel 19

FIELD NOTES FOR PARCEL – 19

Being a 1.515-acre tract of land comprised of Tract I: an undivided 10.933-acres and Tract II: an undivided 9.067-acres out of the East 20.0-acres of Lot 1, Block 50, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, as recorded in Volume 1, Pages 24~26, Map Records of Hidalgo County, Texas. Said 20-acre tract of land is vested to Edwin J. Obst, Sr. and wife Annie Obst, by virtue of Warranty Deeds, dated September 1, 1976, recorded in Volume 1503, Page 559, and Volume 1503, Page 561, Deed Records of Hidalgo County, Texas. Said 1.515-acre tract of land being more particularly described by metes and bounds as follows;

Beginning at the Southeast corner of Lot 1, for the Southeast corner of this tract of land and the **POINT OF BEGINNING**;

1. **THENCE,** North 81 degrees 28 minutes 09 seconds West, with the South line of said Lot 1, a distance of 660.00 feet to the Southwest corner of said 20-acre tract, for the Southwest corner of this tract of land;

2. **THENCE**, North 08 degrees 31 minutes 51 seconds East, with the West line of said 20-acre tract, a distance of a 100.00 feet to a No. 4 rebar set at the Proposed North Right of Way line of L.J. Drainage Lateral, for the Northwest corner of this tract of land;

3. **THENCE**, South 81 degrees 28 minutes 09 seconds East, with said Proposed Right of Way line, a distance of 660.00 feet to a No. 4 rebar set at the East line of said Lot 1, for the Northeast corner of this tract of land;

4. **THENCE**, South 08 degrees 31 minutes 51 seconds West, with the East line said Lot 1, a distance of 100.00 feet to the **POINT OF BEGINNING,** containing 1.515-acres, of which 0.807-acres lies in the Existing Hidalgo County Irrigation District No. 2 Drain Ditch Easement, leaving a **Proposed Net Taking** of 0.708-acres of land, more or less.

I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby certify the above metes and bounds are true and is the result of an actual survey performed on the ground under my direction.

STATE OF TEXAS
REGISTERED
PABLO SOTO JR.
4541
PROFESSIONAL
LAND SURVEYOR

PABLO SOTO, JR. – R.P.L.S. No. 4541
Date: 7/20/09

PURPOSE OF THE APPRAISAL

This appraisal is prepared for the purpose of estimating the market value of the fee simple estate of the surface rights of the subject property and to include improvements performed for the purposes of a drainage canal system, as defined within the scope of the assignment. This appraisal does not include any enhancement in value resulting from items of intangible personal property such as marketing and management skill, working capital, trade names, franchises, patents, trademarks, contracts, leases, or operating agreements.

CLIENT AND INTENDED USER

The client for this report is identified as Hidalgo County Precinct No. 2 under the direction of Honorable Hidalgo County Commissioner Hector "Tito" Palacios. Commissioner Palacios and others involved with the potential sale of said tracts as defined by legal description.

INTENDED USE

The intended use of the report is to assist Erika Zamora, Director of Administrative Operations and others involved with the project, for future negotiations of selling said tracts to the Hidalgo County Drainage District No. 2 in the Fee Simple Estate currently in the name of Hidalgo County Precinct No. 2. This report is not intended for any other use, unless specified by the client. The intended user of the report is defined as Hidalgo County Precinct No. 2 and may include other governmental entities which may be involved with the potential sale of said property. Erika Zamora is the Director of Administrative Operations for Hidalgo County Precinct No. 2, which has a local office located at 300 West Hall Acres, Suite G, Pharr, Texas and whom can be contacted at (956) 787-1891.

SCOPE OF ASSIGNMENT

By work order dated September 9, 2014, on behalf of Hidalgo County Precinct No. 2, a request for Leonel Garza Jr. & Associates LLC to prepare an appraisal report of the part to be acquired as described by survey and metes and bounds created by R. Gutierrez Engineering Corporation associated with the "LJ Drainage Project" for Parcels 1 thru 19. The scope of the assignment is to appraise the area in the fee simple estate as improved based on the on-site inspection of said property as an existing drainage canal system. Market sales within the market area and comparable market areas are to be identified and analyzed for comparability and for their reliability in determining the estimated market value of the subject property. The comparables have been collected, confirmed and analyzed with respect to comparability to the subject property. These comparable sales were gathered through various sources which included the Greater McAllen Multiple Listing Service, local Realtors & Brokers, Real Estate Appraisers, and conversations with various owners along the project. In the event an on-site inspection was not permitted, the appraiser continued the inspection off-site along existing road right of way and or canal and drainage right of way.

- Leonel Garza III most recent inspection of the subject property was performed on October 1, 2014. This inspection is limited to photographing, measuring and visually observing the subject for any existing site and or structural improvements (if any).
- The inspection is limited by the permissibility of the subject owner as per date of report. In the event an on-site inspection was not permitted, the appraiser continued the inspection off-site along existing road right of way. The property owner shall always reserve the right for a re-inspection of the subject parcel at a later date if requested in writing.
- The subject property shall be inspected in order to verify any and all improvements affected by the part to be acquired.
- The subject market area shall be researched in order to identify comparable sales to the subject property in order to determine the market unit rate of the part to be acquired.
- Determine the most applicable approach to market value for the determination of the compensable value of the whole, part to be acquired, and the remainder before and after acquisition (As required by scope)

- The subjects overall highest and best use shall be determined for the subject as a whole, part to be acquired and remainder before and after acquisition. In the event a change in highest and best use, the appraiser is to determine if any diminution (damages) shall be assessed to the remainder after acquisition.
- In the event damages are indicated for site improvements (i.e. fences, driveways) a cost to cure may be required. This may be required to restore functional utility of said property.
- Any improvements not located within the part to be acquired and outside of the permissibility of inspection as defined by the subject owner, shall be given a stated value based on the assessment established by the corresponding Appraisal District and or by off-site estimation by appraiser as they are not affected by the acquisition.

ACCESSIBILITY OF APPRAISER

In the event no written or verbal permission was granted to the office of Leonel Garza Jr. & Associates LLC prior to date of inspection, the inspection proceeded off-site along existing road right-of-way as per scope. The property owner shall always reserve the right to contact the office of Leonel Garza Jr. & Associates LLC (956) 687-7295 or leonel3@garza-associates.com, after the date of inspection for an additional on-site inspection in their presence with appraiser, Leonel Garza III.

PROPERTY RIGHTS APPRAISED

The property rights being appraised in this report consist of the fee simple estate and easement valuation of the subject property. Fee Simple Estate is defined by the Dictionary of Real Estate Appraisal, Fifth Edition, copyright 2010, page 78, by the Appraisal Institute as being: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat." In addition to the valuation of fee simple, the scope of the assignment is to evaluate the subject as an "Easement" in the event a portion of the part to be acquired is encumbered by an existing easement. According to the Dictionary of Real Estate Appraisal "An easement is the conveyance of certain property rights, but not ownership, to a parcel of real estate."

PERSONAL PROPERTY

No personal property was included nor indicated as per scope of the assignment.

EFFECTIVE DATE OF REPORT

The effective date of report is October 1, 2014

EFFECTIVE DATE OF APPRAISAL

The date at which the value opinion is an appraisal applies, which may or may not be the date of inspection; the date of the market conditions that provide the context for the value opinion. Current appraisals occur when the effective date of the appraisal is contemporaneous with the date of the report. The effective date of appraised is based on the most recent on-site or off-site visit to said property which is indicated to be, October 1, 2014.

ENVIRONMENTAL STATEMENT

This appraiser has made a visual on-site observation of the subject property on October 1, 2014 and no obvious adverse environmental concerns, pesticides or other potentially hazardous materials were present. However, this appraiser is not qualified to make a detailed study on environmental concerns of the subject property. If, for any reason an environmental concern exist which was not observable to this appraiser, then it is highly recommended that an inspection be made by a qualified environmental engineer. Based on this appraiser's observation and conversations with the subject owner, this appraisal shall be based on the assumption that no environmental concern exist and shall be valued as such. If an environmental concern is noted to this appraiser after the date of report, Leonel Garza Jr. & Associates LLC reserves the right to re-evaluate the market value of the subject property as mentioned in the scope of the assignment. It is noted that the subject is currently being utilize for an existing "drainage system" of which does not appear to have any environmental concerns as per off-site inspection.

MUNICIPAL ZONING

Based on the overall location of the subject properties, no municipal zoning is indicated for these tracts.

EASEMENTS / ENCROACHMENTS

Based on the on-site inspection of the subject property no adverse easements nor encroachments were indicated.

HIGHEST & BEST USE

"The highest and best use is the reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physically possibility, financial feasibility, and maximum productivity. Alternatively, the probable use of land or improved property – specific with respect to the user and timing of the use, that is adequately supported and results in the highest and present value."

> *"Among all reasonable, alternative uses, the use that yields the highest present land value, after payments are made for labor, capital, and coordination. The use of a property based on the assumption that the parcel of land is vacant or can be made vacant by demolishing any improvements." Definitions are from The Dictionary of Real Estate Appraisal. 5TH Edition Chicago: Appraisal Institute, 2010*

The highest and best use analysis for the subject property is based on the site "As Vacant". Based on the on-site inspection of the subject property on October 1, 2014 the overall highest and best use is for municipal and or county use as existing detention ponds and or drainage improvement structures.

Legally Permissible (Zoning)

The subject property is located outside the extraterritorial jurisdiction of a municipality and therefore is not subject to zoning. Based on the subjects existing use as a detention pond, the subject appears to be legally permissible as the site is for public drainage and detention.

Physically Possible

All general utilities are available to the site which allows for single family residential development of the site as per County Standards. The subject has sufficient land area which would allow for a variety of types of development, however, with the existing excavation of said tract for detention, the overall highest and best use shall continue to be for public drainage and detention and outfall of flood waters.

Financially Feasible

The financially feasible use of the subject site examines the possible uses of the site remaining after elimination of any uses which are not physically or legally permissible. Given the location and the existing exaction of said tracts the only financially feasible use of said tracts is for public detention and drainage of flood waters for the public.

Maximally Productive

The subject property is currently being utilized at its Maximally Productive use as a public detention pond.

CONCLUSION OF H&B USE:

Based on the overall location and land area of the subject property, the use "as if vacant" and "as improved" meets each of the analytical tests of highest and best use for a continued use as public drainage and detention pond for County and or municipal use.

DEFINITION OF MARKET VALUE

Market Value is defined as the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the Buyer and Seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from Seller to Buyer under conditions whereby:

- Buyer and Seller are typically motivated
- Both parties are well informed or well advised, and each-acting in what they consider their own best interest.
- A reasonable time is allowed for exposure in the open market.
- Payment is made in terms of cash in U.S. Dollars or in terms of financial arrangements comparable thereto.
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

The Office of the Comptroller of the Currency. (2006). 12 CFR, Part 34, Subpart C-Appraisals, 34-42, Definitions (g). Retrieved March 12, 2007, from http://www.occ.treas.gov/fr/cfrparts/12CFR34.htm#§%2034.42%20Definitions.

The following land sales were derived from a multitude of sources of which include the a local multiple listing service, appraisal district public information, deed records and other appraisers and Realtors in the Lower Rio Grande Valley. These sales are verified with at least two sources and are deemed reliable as of the date of this report. Other sales may have been identified in the area; however, if all information cannot be verified as per date of the report they may only be mentioned, but not heavily weighted in the overall analysis of the subject property.

COMPARABLE LAND SALES

Land Sale No. 1 (Tracts 4, 10, 11, 12)

Property Identification

Record ID	1766
Property Type	Vacant - Single Family Residential
Address	520 Elena Lane, Alamo, Hidalgo County, Texas 78516
Tax ID	T6266-01-000-0037-00

Sale Data

Grantor	Juan Manuel Jr & Benita S Garcia
Grantee	Talina Gomez
Sale Date	May 29, 2014
Deed Book/Page	2517414
Verification	MLS: A163018S
Sale Price	$18,000

Land Data

Topography	Level
Utilities	Electric, Public Water, Sewer, Telephone
Dimensions	60 x 126
Fencing	None

Land Size Information

Gross Land Size	0.170 Acres or 7,405 SF

Indicators

Sale Price/Gross Acre	$105,882 / Acre
Sale Price/Gross SF	$2.43 / SF

Land Sale No. 2 (Tracts 4, 10, 11, 12)

Property Identification

Record ID	1778
Property Type	Vacant - Single Family Residential
Address	Margarita Lane, Alamo, Hidalgo County, Texas 78516
Tax ID	T6266-01-000-0059-00

Sale Data

Grantor	Compass Bank
Grantee	Gabriel & Veronica G Castillo
Sale Date	September 19, 2014
Deed Book/Page	1934548
Verification	MLS: L176917S
Sale Price	$16,750

Land Data

Topography	Level
Utilities	Public Water, Sewer
Fencing	None

Land Size Information

Gross Land Size	0.208 Acres or 9,060 SF

Indicators

Sale Price/Gross Acre	$80,529 / Acre
Sale Price/Gross SF	$1.85 / SF

Legal

Lot Fifty-nine (59), Tower Landing Subdivision Phase I, an addition to the City of Alamo, Hidalgo County, Texas.

Land Sale No. 3 (Tracts 4, 10, 11, 12)

Property Identification

Record ID	256
Property Type	Vacant - Single Family Residential
Address	4704 Pioneer St, Edinburg, Hidalgo County, Texas 78543
Location	South on Alamo Road just past Trenton
Tax ID	H4743-00-000-0023-00

Sale Data

Grantor	Marie E. Saint-Jean and Joseph Saint-Jean
Grantee	Ernesto Cantu and Alejandra Jesusita Cantu
Sale Date	April 05, 2013
Deed Book/Page	2400295
Financing	Conventional
Verification	MLS: L153528S
Sale Price	$40,000

Land Data

Topography	Level
Utilities	Electric, Public Water, Septic
Fencing	Privacy, Partial Fence, Wood

Land Size Information

Gross Land Size	0.750 Acres or 32,670 SF

Indicators

Sale Price/Gross Acre	$53,333 / Acre
Sale Price/Gross SF	$1.22 / SF

Land Sale No. 4 (Tracts 1, 2, 3, 5, 6, 7, 8, 9, 13)

Property Identification

Record ID	1700
Property Type	Vacant Residential
Address	Tower Road, Alamo, Hidalgo County, Texas 78516
Location	Nolana East and South on Tower Road 1/4 Mile
Tax ID	P9230-00-000-0012-00

Sale Data

Grantor	First National Bank
Grantee	Plains Capital Bank
Sale Date	August 20, 2014
Deed Book/Page	2542314
Verification	MLS: A160575S
Sale Price	$43,000

Land Data

Topography	Level
Utilities	Electric, Public Water
Dimensions	100 x 610
Fencing	None

Land Size Information

Gross Land Size	1.400 Acres or 60,984 SF

Indicators

Sale Price/Gross Acre	$30,714 / Acre
Sale Price/Gross SF	$0.71 / SF

Land Sale No. 5 (Tracts 1, 2, 3, 5, 6, 7, 8, 9, 13)

Property Identification

Record ID	1487
Property Type	Vacant Residential
Address	N Val Verde Road, Donna, Hidalgo County, Texas 78537
Location	1/2 mile on the west side of Val Verde Road
Tax ID	H0800-00-200-0000-03

Sale Data

Grantor	Madelyn Parks
Grantee	Jose M. & Iris Cantu
Sale Date	May 16, 2014
Deed Book/Page	2516512
Verification	MLS: A172671S
Sale Price	$94,500

Land Data

Topography	Level
Utilities	Electric, Public Water
Fencing	None

Land Size Information

Gross Land Size	3.250 Acres or 141,570 SF

Indicators

Sale Price/Gross Acre	$29,077
Sale Price/Gross SF	$0.67

Legal

The North 3.27 acres of the South 6.52 acres of the East 19.58 acres of Lot Two Hundred (200) lying west of canal, Hall Fifield Subdivision, Hidalgo County, Texas.

Land Sale No. 6 (Tracts 1, 2, 3, 5, 6, 7, 8, 9, 13)

Property Identification

Record ID	1780
Address	1046 North Cesar Chavez Road, Alamo, Texas
Location	
Tax ID	A1800-00-040-0008-02

Sale Data

Grantor	Philip A. & Irma Elena Burr
Grantee	William L & Frances Christine Edwards
Sale Date	September 30, 2014
Deed Book/Page	2447401
Financing	Cash To Seller
Verification	MLS: A173057S
Sale Price	$150,000

Land Data

Topography	Level
Utilities	All Municipal Utilities Available
Fencing	Partial Chain Link Fence

Land Size Information

Gross Land Size	8.87 Acres

Indicators

Sale Price/Gross Acre	$16,910 / Acre

Legal

The North ½ of the North ½ of Lot 8, Block 40, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas.

Land Sale No. 7 (Tracts 1, 2, 3, 5, 6, 7, 8, 9, 13)

Property Identification

Record ID	1455
Address	E Canton Road, Edinburg, Texas
Location	
Tax ID	A1800-00-056-0002-03

Sale Data

Grantor	Audrey M & Eldean W Drewes
Grantee	Lloyd Bratland & Nancy Jean Sontag
Sale Date	February 28, 2014
Deed Book/Page	2490276
Financing	Cash To Seller
Verification	MLS: A169724S
Sale Price	$140,000

Land Data

Topography	Level
Utilities	Electric, Public Water
Fencing	None

Land Size Information

Gross Land Size	9.77 Acres

Indicators

Sale Price/Gross Acre	$14,330 / Acre

Legal

The South ½ of Lot 157 and all of Lot 158, Adobe Wells Country Club Estates Section II, Hidalgo County, Texas.

Land Sale No. 8 (Tracts 1, 2, 3, 5, 6, 7, 8, 9, 13)

Property Identification

Record ID	1612
Address	4829 South Tower Road, Edinburg ,Texas
Location	
Tax ID	A1800-00-053-0002-02

Sale Data

Grantor	Johnny J. Harper, Sr.
Grantee	Jaime J. Munoz, Trustee
Sale Date	June 30, 2014
Deed Book/Page	2526719
Financing	Cash To Seller
Verification	MLS: A156486S
Sale Price	$212,500

Land Data

Topography	Level, Partially Wooded
Utilities	Electric, Public Water
Fencing	Partial Chain Link Fence

Land Size Information

Gross Land Size	14.41 Acres

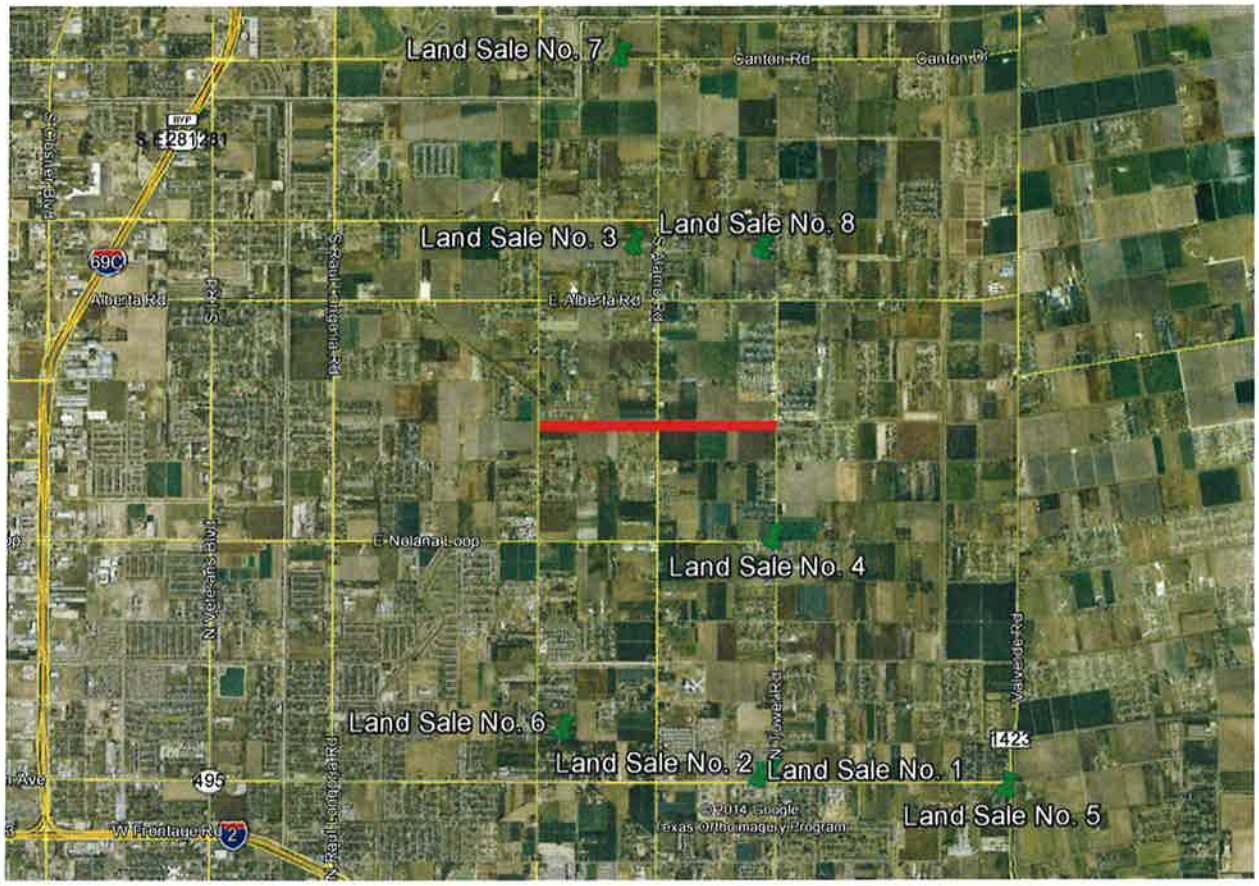
Indicators

Sale Price/Gross Acre	$14,746 / Acre

Legal

A 30.00 acre tract of land out of Lots One (1), Two (2), and Lot Seven (8), Block Fifty-Three (53), Alamo Land and Sugar Company Subdivision, Hidalgo County, Texas.

COMPARABLE LAND SALES MAP



COMPARABLE LAND SUMMARY OF SINGLE FAMILY RESIDENTIAL LOTS

	SALES PRICE	SIZE OF TRACT (SF)	UNIT PRICE	DATE OF SALE
SALE No. 1	$ 18,000	7,405	$ 2.43 / SF	May 29, 2014
SALE No. 2	$ 16,750	9,060	$ 1.85 / SF	September 19, 2014
SALE No. 3	$ 40,000	32,670	$ 1.22 / SF	April 5, 2013

COMPARABLE NO.	SUBJECT	SALE No. 1		SALE No. 2		SALE No. 3	
SALES PRICE	$ -	$ 18,000		$ 16,750		$ 40,000	
UNIT PRICE		$ 2.43 / SF		$ 1.85 / SF		$ 1.22 / SF	
FINANCING TERMS	Conventional	Cash	0%	Cash	0%	Cash	0%
CONDITIONS OF SALE	Arm's Length	Arm's Length	0%	Banked Owned	25%	Arm's Length	0%
TIME / MARKETING COND.	Average	Similar	0%	Similar	0%	Similar	0%
SUBTOTAL PRICE/SF		$ 2.43	0%	$ 2.31	25%	$ 1.22	0%
LOCATION	Average	Superior	-20%	Superior	-20%	Similar	0%
PHYSICAL CHARACTERISTICS	Average	Superior	-20%	Superior	-20%	Inferior	10%
TOPOGRAPHY	Average	Similar	0%	Similar	0%	Similar	0%
FRONTAGE / STREET ACCESS	Average	Similar	0%	Similar	0%	Similar	0%
SITE UTILITY (Corner/Interior)	Average	Similar	0%	Similar	0%	Similar	0%
UTILITIES:	Water / Electricity	All Utilities	-5%	All Utilities	-5%	Similar	0%
TOTAL ADJUSTMENTS		$ (1.09)	-45%	$ (0.83)	-45%	$ 0.1220	10%
ADJUSTED UNIT RATE		$ 1.34 / AC		$ 1.48 / AC		$ 1.34 / AC	

LAND UNIT RATE CONCLUSION		
MEAN UNIT RATE	$ 1.39	/ Acre
SELECTED FEE SIMPLE LAND UNIT RATE	$ 1.45	/ Acre
SELECTED EASEMENT LAND UNIT RATE (50% OF FS)	$ 0.73	/ Acre

EXPLANATION OF SALES ADJUSTMENTS

During the analysis of the acquisition area, the value for the subject property as a whole and or economic unit was determined utilizing the direct Sales Comparison Approach to Value as if Vacant. Once the sales are identified, each is reviewed for comparability to the subject property. The determination of market value once all applicable adjustments are made, are applied to the part to be acquired (pro-rata part of the whole). The local market and extended market was searched for comparable land sales that are most similar to the subject property. Each of these sales utilized were indicated to be indicative of the market for the subject and therefore are reliable for the determination of the unit value of said tract of land. These sales were verified through various sources of which include, the Greater McAllen Multiple Listing Service, Hidalgo County Appraisal District, Grantors and or Grantees, Appraisers and local Realtors. Each of these sales occurred within the past three (3) years of the date of this report, and is deemed reliable. The land comparables were reviewed for similarity on several factors including but not limited to: Financing Terms, Market Conditions at Time of Sale, Available Utilities, Zoning, Road Access, Site Utility and Size of Tract. Each of these tracts sold under similar highest and best use as the subject property.

COMPARABLE LAND SUMMARY OF ACREAGE LOTS

	SALES PRICE	SIZE OF TRACT (AC)	UNIT PRICE	DATE OF SALE
SALE No. 1	$ 43,000	1.40	$ 30,714 / AC	August 20, 2014
SALE No. 2	$ 94,500	3.25	$ 29,077 / AC	May 16, 2014
SALE No. 3	$ 150,000	8.87	$ 16,911 / AC	September 30, 2014
SALE No. 4	$ 140,000	9.77	$ 14,330 / AC	February 28, 2014
SALE No. 5	$ 212,500	14.41	$ 14,747 / AC	June 30, 2014

COMPARABLE NO.	SUBJECT	SALE No. 4		SALE No. 5		SALE No. 6		SALE No. 7		SALE No. 8	
SALES PRICE	$ -	$ 43,000		$ 94,500		$ 150,000		$ 140,000		$ 212,500	
UNIT PRICE		$ 30,714	/ AC	$ 29,077	/ AC	$ 16,911	/ AC	$ 14,330	/ AC	$ 14,747	/ AC
FINANCING TERMS	Conventional	Cash	0%	Cash	0%	Cash	0%	Cash	0%	Cash	0%
CONDITIONS OF SALE	Arm's Length	Arm's Length	0%	Arm's Length	0%	Arm's Length	0%	Arm's Length	0%	Arm's Length	0%
TIME / MARKETING COND.	Average	Similar	0%	Similar	0%	Similar	0%	Similar	0%	Similar	0%
SUBTOTAL PRICE/SF		$ 30,714	0%	$ 29,077	0%	$ 16,911	0%	$ 14,330	0%	$ 14,747	0%
LOCATION	Average	Similar	0%	Similar	0%	Similar	0%	Similar	0%	Similar	0%
PHYSICAL CHARACTERISTICS	Average	Similar	0%	Similar	0%	Similar	0%	Similar	0%	Similar	0%
TOPOGRAPHY	Average	Similar	0%	Similar	0%	Similar	0%	Similar	0%	Similar	0%
FRONTAGE / STREET ACCESS	Average	Similar	0%	Similar	0%	Similar	0%	Similar	0%	Similar	0%
SITE UTILITY (Corner/Interior)	Average	Similar	0%	Similar	0%	Similar	0%	Similar	0%	Similar	0%
UTILITIES	Water / Electricity	Similar	0%	Similar	0%	All Utilities	-5%	Similar	0%	Similar	0%
TOTAL ADJUSTMENTS		$ -	0%	$ -	0%	$ (845.55)	-5%	$ -	0%	$ -	0%
ADJUSTED UNIT RATE		$ 30,714	/ AC	$ 29,077	/ AC	$ 16,065	/ AC	$ 14,330	/ AC	$ 14,747	/ AC

LAND UNIT RATE CONCLUSION		
MEAN UNIT RATE	$ 25,285	/ Acre
SELECTED FEE SIMPLE LAND UNIT RATE	$ 25,000	/ Acre
SELECTED EASEMENT LAND UNIT RATE (50% OF FS)	$ 12,500	/ Acre

EXPLANATION OF SALES ADJUSTMENTS

During the analysis of the acquisition area, the value for the subject property as a whole and or economic unit was determined utilizing the direct Sales Comparison Approach to Value as if Vacant. Once the sales are identified, each is reviewed for comparability to the subject property. The determination of market value once all applicable adjustments are made, are applied to the part to be acquired (pro-rata part of the whole). The local market and extended market was searched for comparable land sales that are most similar to the subject property. Each of these sales utilized were indicated to be indicative of the market for the subject and therefore are reliable for the determination of the unit value of said tract of land. These sales were verified through various sources of which include, the Greater McAllen Multiple Listing Service, Hidalgo County Appraisal District, Grantors and or Grantees, Appraisers and local Realtors. Each of these sales occurred within the past three (3) years of the date of this report, and is deemed reliable. The land comparables were reviewed for similarity on several factors including but not limited to: Financing Terms, Market Conditions at Time of Sale, Available Utilities, Zoning, Road Access, Site Utility and Size of Tract. Each of these tracts sold under similar highest and best use as the subject property.

CONCLUSION OF MARKET VALUE PLUS CONSTRUCTION COST

PARCEL NO.	LAND AREA			LAND UNIT RATE			MARKET VALUE	LAND VALUE	SITE IMPS. PURCHASED	TOTAL
PARCEL No. 2	2.944	Acres	x	$ 25,000	Acre	=	$ 73,600	$ 85,987	$ -	$ 85,987
PARCEL 2 HCID No. 2 Easement	0.603	Acres	x	$ 12,500	Acre	=	$ 7,538			
PARCEL 2 Tennessee Gas Easement	0.431	Acres	x	$ 11,250	Acre	=	$ 4,849			
PARCEL No. 3	1.136	Acres	x	$ 25,000	Acre	=	$ 28,400	$ 30,713	$ -	$ 30,713
PARCEL 3 Easement	0.185	Acres	x	$ 12,500	Acre	=	$ 2,313			
PARCEL No. 4	2.273	Acres	x	$ 25,000	Acre	=	$ 56,825	$ 61,450	$ 2,658	$ 64,108
PARCEL Easement	0.370	Acres	x	$ 12,500	Acre	=	$ 4,625			
PARCEL No. 4A	0	Acres	x	$ 25,000	Acre	=	$ -	$ 2,175	$ -	$ 2,175
PARCEL 4A Easement	0.174	Acres	x	$ 12,500	Acre	=	$ 2,175			
PARCEL No. 5A	2.135	Acres	x	$ 25,000	Acre	=	$ 53,375	$ 57,725	$ -	$ 57,725
PARCEL 5A Easement	0.348	Acres	x	$ 12,500	Acre	=	$ 4,350			
PARCEL No. 6A	4.253	Acres	x	$ 25,000	Acre	=	$ 106,325	$ 116,475	$ -	$ 116,475
PARCEL 6A Easement	0.812	Acres	x	$ 12,500	Acre	=	$ 10,150			
PARCEL No. 7A	3.357	Acres	x	$ 25,000	Acre	=	$ 83,925	$ 91,300	$ -	$ 91,300
PARCEL 7A Easement	0.590	Acres	x	$ 12,500	Acre	=	$ 7,375			
PARCEL No. 8A	1.084	Acres	x	$ 25,000	Acre	=	$ 27,100	$ 30,050	$ -	$ 30,050
PARCEL 8A Easement	0.236	Acres	x	$ 12,500	Acre	=	$ 2,950			
PARCEL No. 9A	3.116	Acres	x	$ 25,000	Acre	=	$ 77,900	$ 86,500	$ -	$ 86,500
PARCEL 9A Easement	0.688	Acres	x	$ 12,500	Acre	=	$ 8,600			
PARCEL No. 12	348	SF	x	$ 1.45	SF	=	$ 505	$ 505	$ -	$ 505
PARCEL No. 13	5,227	SF	x	$ 1.45	SF	=	$ 7,579	$ 7,579	$ -	$ 7,579
PARCEL No. 14	5,227	SF	x	$ 1.45	SF	=	$ 7,579	$ 7,579	$ -	$ 7,579
PARCEL No. 19	0.708	Acres	x	$ 13,250	Acre	=	$ 9,381	$ 14,727	$ -	$ 14,727
PARCEL 19 Easement	0.807	Acres	x	$ 6,625	Acre	=	$ 5,346			
Land Market Value							$ 592,765	$ 592,765	$ 2,658	$ 595,423
Land Acquisition Improvement Cost / Site Improvements							$ 2,658			
TOTAL LAND ACQUISITION VALUE + SITE IMPROVEMENTS PURCHASED							**$ 595,423**			
Materials / Engineering							**$ 386,468**			
Boundary Survey - LJ DRAIN							**$ -**			
Labor / Equipment Cost of Construction							**$ 347,232**			
TOTAL MARKET VALUE OF LJ DRAIN "AS BUILT"							**$ 1,329,123**			

PART TO BE ACQUIRED

The proposed acquisition is comprised of fee land and easement land of which was purchased from the original owner of record for the construction of the existing drainage canals. Site improvements were included in the following analysis that were part of the original purchase of said parcels and previously appraised as per scope of the assignment. The proposed acquisition, which is the subject of this report, shall be evaluated as a whole as determined by the sales comparison approach to value. The subject shall be valued based on the highest and best use as a single family residential tract of land currently constructed into an existing drainage pond as per scope.

Hidalgo County Precinct #2
Asset Fact Sheet

LJ Drain

Asset:
LJ Drain

Asset Description:
Drain ditch on 25 acres of land located between Cesar Chavez and Tower Rd North of will allow for drainage outfall from several Colonia's and roadways.

Project Cost:

Expenditure Category	Funding Source	Amount
Land Acquisition & Related Costs	Fund 1200 & 1339 & 1342	$666,283.21
Materials & Engineering	Fund 1339 & 1342	$386,467.79
Force Account: Labor/Equipment Cost	Fund 1200	$347,231.60
	Total:	**$1,399,982.60**

IMPROVEMENT VALUATION (SITE OR STRUCTURAL)

As per scope of the assignment, items of construction identified by Hidalgo County Precinct No. 2 were included in the overall valuation of said tracts. The purpose of said inclusion, is to determine the overall market value of the underlying fee simple and easement land area with the total construction cost of the existing drainage facility. This is performed for the future negotiations of selling said parcels of land included within the construction of the existing drainage project as per surveys provided.

REMAINDER BEFORE & AFTER

As per scope of the assignment, no remainder shall exist as the subject is to be sold in its entirety as purchased for said project.

TOTAL COMPENSATION

Located above is the calculated land and site improvement valuations indicated to be $595,423, with the provided construction cost estimated at $733,700, as of the most recent inspection on October 1, 2014 the combined market value is $1,329,123.

Sincerely,

Leonel Garza III
State Certified General Real Estate Appraiser
TX-1328375-General

EXHIBITS

1. APPRAISAL DISTRICT DATA
2. CERTIFICATION
3. ASSUMPTIONS AND LIMITING CONDITIONS
4. QUALIFICATIONS OF APPRAISER
5. DEFINITIONS

APPRAISAL DISTRICT DATA

During the analysis of the subject property, the real property tax information was gathered from the Hidalgo County Appraisal District. The following information was verified as per the date of this report thru the District's web site www.hidalgoad.org, which is updated regularly. Once the subject is identified, the Hidalgo County Tax Office is also contacted in order to determine the status of property tax payments on said property. According to the Hidalgo Tax Office located at 2804 S US Highway 281, Edinburg, Texas 78539, the subject property does appear to be current with property tax payments. It appears without doing a title search the subject property is under the ownership of Hidalgo County and has been for approximately four (5) to five (5) years.

CERTIFICATION

I, Leonel Garza III, certify that, to the best of my knowledge and belief;

The statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and is my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.

I have made a personal inspection of the property that is the subject of this report.

No one provided significant real property appraisal assistance to the person(s) signing the certification.

The reported analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

The use of this report is subject to the requirements of the Appraisal Institute relating to the review by its duly authorized representatives.

The Office of Leonel Garza Jr. & Associates LLC has not performed an appraisal on the subject property within the last (3) three years. However, this appraiser has appraised the subject properties for the County of Hidalgo Precinct No. 2 for the acquisition of said tracts for the "LJ Drainage Project" of which appraisals were performed with the time period of 2009 thru 2010.

Leonel Garza III
State Certified General Real Estate Appraiser
TX – 1328375-GeneraL

ASSUMPTIONS & LIMITING CONDITIONS

The appraisal report is based on facts present and found during the course of the report. The report is also conducted under the following assumptions and limiting conditions, except as otherwise noted in our report.

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.

2. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.

3. Responsible ownership and competent property management are assumed.

4. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

5. All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

6. It is assumed that there are no hidden or un-apparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

7. It is assumed that the property is a full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the appraisal report.

8. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

9. It is assumed that the use of the land and improvements is confined within the boundaries or property line of the property described and that there is no encroachment or trespass unless noted in the report.

10. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by this appraiser. The appraiser does not have any knowledge of the existence of such material on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

11. Any sketch the property included in the body of this report is for illustrative purposes only and should not be considered to be scaled accurately as this is utilized for demonstrative purposes only in order to have the reader understand the scope of the assignment as stated in the report. Any survey provided by the client shall be utilized as the official indicator of land area to be acquired throughout the body of the report.

12. We accept no responsibility for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters, geologic considerations, such as soils and seismic stability, and civil, mechanical, electrical, structural and other engineering and environmental matters. The distribution of the total valuation in this report between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used. This appraisal report shall be considered only in its entirety. No part of this appraisal report shall be utilized separately or out of context.

13. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or any reference to the Appraisal Institute) shall be disseminated through advertising media, public relations media, news media or any other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent of the appraisers.

14. Information, estimates and opinions contained in this report, obtained from sources outside of the office of the undersigned, are assumed to be reliable and have not been independently verified.

15. Any income and expense estimates contained in this appraisal report are used only for the purpose of estimating value and do not constitute predictions of future operating results.

16. No consideration has been given to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered.

17. The current purchasing power of the dollar is the basis for the value stated in our appraisal; we have assumed that no extreme fluctuations in economic cycles will occur.

18. The value found herein is subject to these and to any other assumptions or conditions set forth in the body of this report but which may have been omitted from this list of Assumptions and Limiting Conditions.

19. This appraisal report has been prepared for the exclusive benefit of Hidalgo County Precinct No. 2 and their assigns. It may not be used or relied upon by any other party. All parties who use or rely upon any information in this report without our written consent do so at their own risk. No studies have been provided to us indicating the presence or absence of hazardous materials on the site or in the improvements, and our valuation is predicated upon the property being free and clear of any environment hazards.

20. We have not been provided with any evidence or documentation as to the presence or location of any floodplain areas and/or wetlands. Wetlands generally include swamps, marshes, bogs, and similar areas. We are not qualified to detect such areas. The presence of floodplain areas and/or wetlands may affect the value of the property, and the value conclusion is predicated on the assumption that wetlands are non-existent or minimal

21. Possession of this report, or a copy thereof, does not carry with it the right of publication. Any and all further copies of said report must be requested to the client, Hidalgo County Precinct No. 2 and the Office of Leonel Garza Jr. & Associates LLC.

22. The appraiser, by reason of this appraisal, is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.

23. Neither all or any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.

Qualifications of Appraiser – Leonel Garza III

The office of Leonel Garza Jr. & Associates LLC is owned and operated by Leonel Garza III. The company was founded by Leonel Garza Jr. who was a commercial real estate appraiser for more than 25 years. Leonel Garza Jr. was a State Certified General Real Estate Appraiser & Board Member of the Texas State Appraisal Review Board from October 23, 1995 Through September 15, 1998 and was appointed by Governor George W. Bush to this position for two (2) terms.

Leonel Garza III has continued the family business, concentrating on general commercial properties and right-of-way acquisition projects for more than 15 years. The office of Leonel Garza Jr. & Associates LLC contains General Certified Appraisers and several supporting staff members all located at 1419 Dove Avenue, Suite #1, McAllen, Texas. The following is a synopsis of the qualifications of Leonel Garza III and the public service organizations involved in with the County of Hidalgo and the City of McAllen.

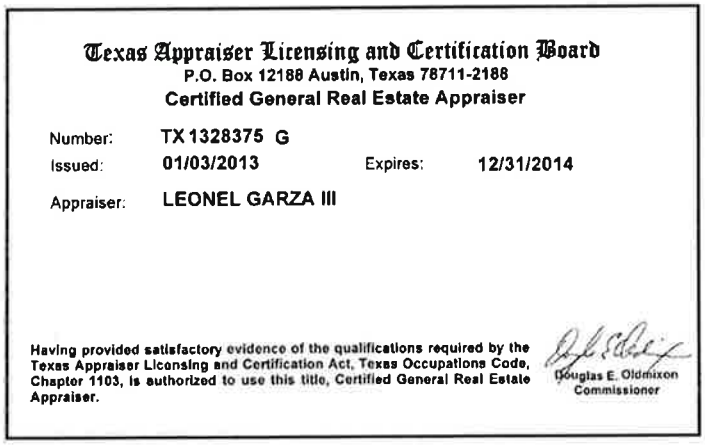
EDUCATION

Graduate, 1995, Texas A&M University, College Station, Texas (Bachelor of Science in Biomedical Science)
Graduate, 1991 McAllen Memorial High School, McAllen, Texas

LICENCES & CERTIFICATIONS

State Certified General Real Estate Appraiser
Number TX - 1328375-General
Licensed Since December 31, 1998
Expires: December 31, 2014 (Active)

State Certified Property Tax Consultant
Number TX – 00003181
Licensed Since May 20, 2002
Expires: June 16, 2015 (Active)



Texas Appraiser Licensing and Certification Board
P.O. Box 12188 Austin, Texas 78711-2188
Certified General Real Estate Appraiser

Number: TX 1328375 G
Issued: 01/03/2013 Expires: 12/31/2014
Appraiser: LEONEL GARZA III

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Certified General Real Estate Appraiser.

Douglas E. Oldmixon
Commissioner

PUBLIC & PROFESSIONAL SERVICE

Associate Member of the Appraisal Institute
Currently taking courses toward the designation of MAI through the Appraisal Institute.

National Association of Master Appraisers
Designated as a Master Senior Appraiser in 2006 by the national Association of Master Appraisers. This designation is obtained thru educational requirements and experience.

Associate Member of the International Right of Way Association (IRWA)
(Member # 7899430)

City of McAllen Planning and Zoning Board (Chairman & Member)
This board is charged with submitting reports, plans, and recommendations to the City Commission for the orderly growth, development, and welfare of the City. They review and make recommendations on zoning change requests, conditional use permits for longer than one year, and variances to Subdivision Ordinance requirements for development.

Hidalgo County Subdivision Advisory Board (Current Chairman & Member)
This county board on subdivision reviews primary goal is to ensure that proper standards, set by Texas Water Development Board and the Texas Subdivision Model Rules and or opinions from the Texas State Attorney General's Office, are conducted in the development of proposed subdivision within the County of Hidalgo and or Extraterritorial Jurisdiction of municipalities throughout the County of Hidalgo. The boards secondary function is to review applications for variances against the Flood Plain Administrators decisions of the base flood elevations throughout the County of Hidalgo. (Appointed in 1998 – Present)

Hidalgo County Building Line of Adjustments Board (Current Chairman & Member)
This county board reviews applications of variances to general set-back regulations set forth by the County of Hidalgo. This review includes the review of existing and or proposed encroachments into set-backs, easements, road right-of-way set-back, subdivision plat requirements and or requirements set forth by adjoining municipalities of which the subject is within the extraterritorial jurisdiction.

City of McAllen Traffic Board (Member)
Makes recommendations to the City Commission in order to reduce and eliminate traffic congestion and flow throughout the City.

The McAllen Palm City Lions Club (Member)
Direct the fund raising for the annual Thanksgiving Drive on behalf of Lion Leonel Garza Jr. who founded the drive more than 20 years ago. The club raises funds to feed 50-60 families throughout the City of McAllen every year.

City of McAllen Zoning Board of Adjustments and Appeals (Former Chairman & Former Member)
This city board has the duty to hear and decide appeals where it is alleged there is error in any requirement, or determination made administratively in the enforcement of the Zoning Ordinance. The Board hears appeals that grant variances to setback requirements and special exceptions to reconstruction of nonconforming buildings.

City of McAllen Ambulance Advisory Committee (Former Vice Chairman & Former Member)
Evaluates and reports to the City Commission on the operation of the emergency ambulance service rendered by company or companies rendering such service.

City of McAllen Building Board of Adjustments and Appeals (Former Member)
The BBOA reviews the decision of City Staff for the demolition of properties deemed unsafe through the City for a variety of reasons. The board review all facts and concerns and make the decision to secure or proceed with demolition based upon the safety of the neighboring property owners and occupants. The greatest concern for the commission is the safety of the surrounding neighborhood occupants.

Pharr Municipal Park Charter Committee (Former Member)
Appointed in 1998-1999, our goal was to establish a 103 acre master planned recreational park to the City of Pharr during our membership with the City of Pharr Leadership Class X.

DEFINITIONS

The definitions included in this Addendum have been extracted, solely or in combination, from definitions and descriptions printed in:

The Uniform Standards of Professional Appraisal Practice 2013-2014 Edition (USPAP);

The Dictionary of Real Estate Appraisal, Fourth Edition, Appraisal Institute, Chicago, Illinois, 2010 (Dictionary);

The Appraisal of Real Estate, Thirteenth, Appraisal Institute, Chicago, Illinois, 2008 (Thirteenth Edition); and/or Appraisal

The act or process of developing an opinion of value; an opinion of value. (*USPAP*)

STATE OF TEXAS §

COUNTY OF HDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
AND COUNTY OF HIDALGO

THIS Agreement is made on this the ____ day of _____, 2014, by and between the HlDALGO COUNTY DRAINAGE DISTRICT NO. 1, hereinafter referred to as "District," and the COUNTY OF HIDALGO, hereinafter referred to as "County," pursuant to the provisions of the Texas lnterlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, the County currently owns thirteen (13) certain tracts of land situated in Hidalgo County, Texas, known as the LJ Drain all such tracts more fully described on Exhibit "A" respectively attached hereto and made a part hereof for ail purposes (hereinafter collectively referred to as the "Tracts");

WHEREAS, the District desires to acquire the Tracts in fee, for District purposes;

WHEREAS, this Agreement for the proposed acquisition of the Tracts is in lieu of condemnation;

WHEREAS, Subsection 272.001(b) of the Local Government Code provides that the notice and bidding requirements of Subsection 272.001(a) are not applicable to a real property interest conveyed to a governmental entity that has the power of eminent domain. Such real property interests may not be conveyed, sold, or exchanged for less than the fair market value of the land. A fair market value has been determined by an appraisal obtained by County;

WHEREAS, the Tracts are real property interest owned by a political subdivision;

WHEREAS, District is a governmental entity that has the power of eminent domain;

WHEREAS, an appraisal was prepared by a certified appraiser, who appraised the Tracts at $1,329,123.00; and

WHEREAS, County agrees to sell to District, who agrees to purchase, the Tracts upon the terms and conditions set forth herein.

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

1. County will convey the Tracts to District by Special Warranty Deed, together with all and singular the rights and appurtenances pertaining to the Tracts, including any right, title and interest of County in and to adjacent streets, alleys or rights-of-ways, together with any improvements.

2. The conveyance of the Tracts are subject to the following exceptions and the exceptions shown on Exhibit B attached hereto (collectively the "Permitted Exceptions"):

a. Subject to any and all easements and dedications of record or visible on the ground.

b. Save and except all oil, gas and other minerals in, under and that may be produced from such land.

c. Subject to any valid and outstanding mineral leases of record.

d. Subject to any zoning or subdivision requirements of governmental entities having jurisdiction thereof.

e. Subject to any restrictions, easements, reservations or covenants, and any other restrictions of record.

3. Closing of the transfer of the Tract to the District ("Closing") shall take place at the offices of Atlas, Hall & Rodriguez, LL,P., 818 Pecan, McAllen, Texas, on or before December 31, 2014 or at such earlier time, date and place as County and District may agree upon.

4. At Closing, District shall pay the County the sum of $1,329,123.00 plus all closing costs including but not limited to and recording fees and costs specifically allocated to each respective party in numbered paragraph 6 hereof.

5. At Closing, County shall deliver to District:

a. A duly executed and acknowledged Special Warranty Deed conveying the Tracts in fee simple free and clear of any and all liens and encumbrances, except the Permitted Exceptions as defined in numbered paragraph 2 above (the "Deed"); and

b. Possession of the Tract.

6. All costs, adjustments and expenses of Closing shall be borne as follows:

a. Each party shall pay its own attorney's fees;

b. County shall pay the cost of an Owners Title Policy for the Tracts; and

c. District shall pay the cost of recording instruments presented by the County.

7. The terms and provisions of this Agreement shall survive the Closing, and may be enforced by specific performance.

8. if either party fails to comply with the obligations as set out in this Agreement, the other party may terminate this Agreement.

9. Any signatory to this Agreement, who is the prevailing party in any legal proceeding against any other signatory brought under or with relation to this Agreement or transaction, shall be additionally entitled to recover Court costs and reasonable attorneys' fees from the non-prevailing party.

10. If prior to the Closing all or any portion of the Tract is condemned, either party shall have the right to terminate this Agreement upon giving written notice to the other party within ten (10) days of the date one party notifies the other, in writing, of such condemnation. If neither party elects to terminate this Agreement, then the Closing shall take place, as herein provided and the interest in any condemnation awards shall be assigned to the party receiving title to such property at Closing.

11. The existence of any other liens or encumbrances which secure an obligation to pay money shall not be objections to title provided that properly executed instruments in recordable form necessary to satisfy the same are delivered by the transferring party at the Closing, together with recording or filing fees.

12. This Agreement may not be assigned without prior written consent executed by both parties hereto.

13. Any representations, warranties, or covenants of the parties, as well as any rights and benefits of the parties, shall survive the Closing and not be merged therein.

14. Time shall be of the essence of this Agreement.

15. This Agreement and all of the terms, provisions and covenants contained herein shall apply to, be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

16. This Agreement shall be construed and interpreted under the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

17. in case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

18. All notices, demands or requests required or permitted under this Agreement shall be in writing, and shall be deemed to have been properly given, whether or not actually received, when the same have been deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the as set forth below:

If to County: Hidalgo County, Texas
Attention: Ramon Garcia, County Judge
P.O. Box 1356
Edinburg, Texas 78540-0758

If to District: Hidalgo County Drainage District No. One
Attention: Manager
900 N. Doolittle Road
Edinburg, Texas 78541

19. This Agreement contains the entire agreement between the parties and supersedes all prior agreements and understandings between the parties concerning the Tracts, and it shall not be amended, modified, supplemented or changed in any way except by written agreement of the parties.

20. To the extent allowable by law, the parties hereto agree to indemnify and hold harmless the other party from any and all costs, expenses or damages resulting from any claims for brokerage fees or other similar form of compensation made by any

real estate broker or other person or entity because of the transactions contemplated herein.

21. Should either party be in default under any of the terms of this Agreement, the non-defaulting party shall so notify the defaulting party in writing and the defaulting party shall have a period of twenty (20) days from the receipt of such notice to cure the default.

22. In addition to the acts recited in this Agreement to be performed by the parties, the parties hereto agree to perform or cause to be performed at the Closing or after the Closing, any and all such further acts as may be reasonably necessary to consummate transactions contemplated hereby.

The date of this Agreement is the ____ day of _____, 2014.

HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge
Print Name: _____
Title: _____

ATTEST:

By: _____
Arturo Guajardo, County Clerk

HIDALGO COUNTY DRAINAGE DISTRICT NO. ONE
By: _____
Print Name: _____
Title: _____

APPROVED AS TO FORM
Atlas, Hall & Rodriguez, L.L.P

By: _____
Stephen L. Crain

AI -47751 **Comm. Court Executive Office** **7. H.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Marianella Canton, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Discussion, consideration and approval to terminate the Interlocal Agreement between City of Donna, Hidalgo County, and the Tax Increment Reinvestment Zone Number One (1), City of Donna, Texas, pursuant to Section VII of the Interlocal Agreement previously approved on January 9, 2009. Ordinance authorizing the dissolution of Tax Increment Zone #1 was approved and passed by City of Donna on December 09, 2014.

BACKGROUND

The City of Donna passed a Resolution of Intent No 2006-03-02 on March 7, 2006, expressing the city's intent to create a tax increment reinvestment zone to encourage the growth and development of new housing opportunities within the city limits. On August 8th, 2006, the city council approved the creation of the Tax Increment Reinvestment Zone No. 1, commonly known as the Red River Development Project through Ordinance No. PL-2006-07-10.

On November 12th, 2008, the Commissioners Court approved that Hidalgo County entered into an Interlocal Agreement with the City of Donna and Garden Valley Homes, LLC d/b/a Casa Linda Homes (Developer) pursuant to Sections 311.009 (9) and 311.010, Texas Tax Code.

On October 28, 2014, the City Council passed and approved Resolution 2014-23, expressing the city's intent to dissolve the Tax Increment Reinvestment Zone - Donna No.1, commonly known as the Red River Development Project, due to total non-compliance of the terms indicated in the agreement by the developer, Grande Valley Homes, LLC d/b/a Casa Linda Homes. The developer also has entered into bankruptcy and no longer owns the project.

On December 09, 2014, the City Council passed and approved an ordinance to dissolve the Tax Increment Reinvestment Zone, Donna No. 1 – Red River because the Developer has not satisfied its obligations under the agreement and the project has not been completed to generate the intended benefits to the County and City.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Resolution 2014-23
Agenda 12.09.2014
Donna Ordinance

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/11/2014 08:54 AM
Glinda Pacheco	Glinda Pacheco	12/11/2014 01:49 PM
Auditor's Office	Debbie Tamez	12/11/2014 05:01 PM
Glinda Pacheco	Glinda Pacheco	12/12/2014 11:19 AM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM

Form Started By: Marianella Canton Started On: 12/10/2014 01:15 PM

Final Approval Date: 12/12/2014

RESOLUTION 2014-23

RESOLUTION AUTHORIZING NOTICE OF INTENT TO DISSOLVE TAX REINVESTMENT ZONE #1 AND OTHER MATTERS RELATED THERETO

WHEREAS, pursuant to Ordinance No. PL-2006-007-10, the City Council of the City of Donna, Texas (the "City") authorized the creation of the Tax Reinvestment Zone #1 (the "TIRZ") pursuant to Chapter 311, Texas Tax Code (the "Code");

WHEREAS, pursuant to a certain Development Agreement (the "Agreement") between the City and Grande Valley Homes, LLC d/b/a Casa Linda Homes (the "Developer"), the Developer was required to develop the Red River Project (the "Project") as described in the Agreement;

WHEREAS, the Project was never developed in accordance with the Agreement and the Developer has entered into bankruptcy and no longer owns the Project;

WHEREAS, because the Project is now defunct, the City desires to dissolve the TIRZ and recover the tax base encompassed by the TIRZ;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DONNA, TEXAS THAT:

Section 1. Approval to Move Forward. The City Manager, staff, consultants, and counsel, are hereby authorized to provide any notices required to dissolve the TIRZ and take any actions necessary to effectuate the intent of this Resolution.

Section 2. Further Procedures. The City Manager, staff, consultants, and counsel, are authorized to negotiate terms necessary to transfer available TIRZ funds to the City pursuant to the Agreement and the Code.

Section 3. Open Meeting. It is hereby officially found and determined that the meeting at which this Resolution was adopted open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code, as amended.

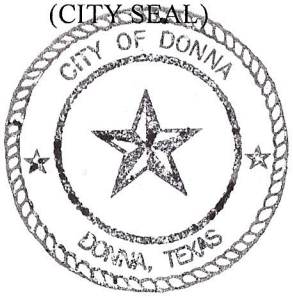
PASSED AND APPROVED THIS 28th day of October, 2014.

ATTEST:

/s/ Martha Alvarado
City Secretary

/s/ David S. Simmons
Mayor

(CITY SEAL)



127716v.1

AGENDA

NOTICE OF A
REGULAR CITY COUNCIL MEETING
OF THE CITY OF DONNA
TUESDAY, DECEMBER 9, 2014 - 5:30 PM

Pursuant to Chapter 551, Title 5 of the Texas Government Code and Texas Open Meetings Act, notice is hereby given that the City Council of the City of Donna, Texas will convene a Regular Meeting at City Hall located at 307 S. 12th Street, on **Tuesday, December 9, 2014 at 5:30 pm** for the purpose of discussing the following items:

1. Roll Call, Pledge of Allegiance and Prayer.

2. Consideration and possible action on canvassing results for the General and Special Municipal Runoff Election held on December 2, 2014.

3. Administration of Oath of Office to newly Elected Officials.

4. Consideration and possible action on election of Mayor Pro-Tem.

5. Presentation on LED Lighting Project by Jaime Rodriguez, Enviro-Lite Solutions, LLC.

6. Public Hearing on request by Dimas Martinez for Zone Change for Martinez Acres, Lot 1 from Single-Family Residential (R1) to General Business (B2).

   Close public hearing

7. Consideration and possible action on approval of minutes for Nov. 12 and Nov. 18, 2014.

8. Consideration and possible action on Resolutions:
   - **A.** 2014-26 Authorizing City Manager to secure a credit card for the Finance Department for official city business.
   - **B.** 2014-27 Authorizing proper city officials to sign and execute all drafts and official transfers for the City of Donna.

9. Consideration and possible action on Property Tax Refund over $500 as per PTC Sec. 31.11.

   A. Ramiro C. Ramirez $1,359.17 Acct. #M1030-02-000-0019-00

10. Consideration and possible action on Work Authorization No. 3 for Dos Logistics, LLC Professional Services Contract in the amount of $659,461.90.

11. Consideration and possible action on first reading of Ordinances:
    - **A.** PL-2014-12-202 approving a Zone Change for Martinez Acres, Lot 1 from Single-Family Residential (R1) to General Business (B2).

B. F-2014-12-203 authorizing the dissolution of Tax Reinvestment Zone #1 and other matters related thereto.

12. Consideration and possible action on approval of proposed subdivision plats:
- **A.** Andy Subdivision, Re-plat of Lot 2 – Preliminary
- B. Martinez Acres Subdivision – Preliminary
- C. Storage Depot Donna Subdivision – Preliminary & Final
- D. Perez Acres Subdivision – Preliminary & Final
- E. Silva Estates Subdivision - Final

13. City Manager / Department Reports.

14. Citizens Participation.

15. Adjourn.

I do hereby certify that the above notice was posted on the bulletin board and was also posted outside City of Donna City Hall located at 307 S. 12th Street, Donna, Texas on the **5th** day of **December 2014** at **5:00 p.m.**

WITNESS MY HAND AND SEAL, this **5th** day of **December 2014**.

Martha Alvarado

Martha Alvarado
City Secretary

If, during the course of this meeting, the City Council should determine that a closed or executive meeting or session of the City Council is required, then the Donna City Council will convene in such closed or executive meeting or session whether or not such item is posted as an executive session item at any time during the meeting as authorized by the Texas Open Meetings Act. Note: If any accommodations for disability are required, please notify the City Secretary's Office at (956) 464-3314 at least 48 hours prior to the meeting date.

CITY OF DONNA

Agenda Item Request

All items being requested to be placed on an agenda must be submitted 5 business days before the meeting date.

Meeting:

CITY COUNCIL __X__ Reg _____ Sp
PLANNING & ZONING BOARD _____
OTHER _____

DONNA ECONOMIC DEV. CORP. INC. (4A)_____
DEV. CORP. OF DONNA, INC. (4B) _____

Date Submitted: 12/3/2014 Meeting Date: 12/9/2014 Agenda Item #: 11.(B)
Meets 5 day requirement? __X__ Yes _____ No (City Manager approval): _____

Item Requested by:
Councilmember: _____

City Manager: **Fernando Flores**
Finance Director: **David Vasquez**

Agenda Wording: Consideration and possible action on approval of an ordinance authorizing the dissolution of Tax Reinvestment Zone # 1 and other matters related thereto.

Item Description: _____

Attachments: __X__ Yes _____ No (Attachments must be submitted for item to be considered for agenda)

Item Budgeted: ____ Yes ____ No ____ N/A Alternate options/cost: _____

Routing Process: Name/Title	Date	Approval Signature
From: Fernando Flores, Interim C. M	12/3/2014	
To: David Vasquez, Fin. Dir.	12-5-14	
From:		
To:		

Staff Recommendation: _____

Executive Session Required: _____ Yes _____ No
City Attorney Action: _____Approved _____ Denied _____No Response

****

City Council Action: _____Approved _____Denied _____Tabled _____No Action

Finance Dept. Action: _____Approved _____Denied _____N/A Date: _____

Rev.: 10/25/2013

ORDINANCE AUTHORIZING THE DISSOLUTION OF TAX REINVESTMENT ZONE #1 AND OTHER MATTERS RELATED THERETO

WHEREAS, pursuant to Ordinance No. PL-2006-007-10 (the "Authorizing Ordinance"), the City Council of the City of Donna, Texas (the "City") authorized the creation of the Tax Reinvestment Zone #1 (the "TIRZ") pursuant to Chapter 311, Texas Tax Code (the "Code");

WHEREAS, pursuant to a certain Development Agreement (the "Agreement") between the City and Grande Valley Homes, LLC d/b/a Casa Linda Homes (the "Developer"), the Developer was required to develop the Red River Project (the "Project") as described in the Agreement;

WHEREAS, the Project was never developed in accordance with the Agreement and the Developer has entered into bankruptcy and no longer owns the Project;

WHEREAS, because the Project is now defunct, the City desires to dissolve the TIRZ and recover the tax base encompassed by the TIRZ;

WHEREAS, Hidalgo County, Texas (the "County") as a taxing entity and a participant in the TIRZ, pursuant to a certain interlocal agreement between the County, the City, the TIRZ, and the Developer (the "Interlocal Agreement"), has expressed its desire to withdraw such participation because the Developer has not satisfied its obligations under the Agreement, and the Project has not been completed to generate the intended benefits to the County and City;

WHEREAS, the Authorizing Ordinance permits the dissolution of the TIRZ at any time by the City should no other taxing entities participate in the TIRZ, all other taxing entities withdraw participation, or if any development agreements fail for any reason;

WHEREAS, the City has provided notice of its intent to dissolve the TIRZ to the County and the Developer; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DONNA, TEXAS THAT:

Section 1. The Tax Reinvestment Zone #1 is hereby dissolved.

Section 2. The City Manager, staff, consultants, and counsel, are authorized to negotiate terms necessary to transfer available TIRZ funds to the City pursuant to the Agreement, the Interlocal Agreement, and the Code.

Section 3. The Council hereby finds that the statements set forth in the recital of this Ordinance are true and correct, and the Council hereby incorporates such recitals as a part of this Ordinance.

Section 4. If any provision of this Ordinance or the application thereof to any circumstances shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, as if such invalid provision had never appeared herein, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 5. It is hereby officially found and determined that the meeting at which this Resolution was adopted open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 6. This Ordinance shall take effect upon approval and withdrawal of its participation by the County and in accordance with the City Charter.

PASSED AND APPROVED upon first reading this 9th day of December, 2014.

PASSED, APPROVED AND ADOPTED upon second and final reading on this _____ day of December, 2014.

ATTEST:

Martha Alvarado
City Secretary

Mayor

Approve as to form and substance:

City Attorney

(CITY SEAL)

AI -47770 **Comm. Court Executive Office** **7. I.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of Lease Agreement between City of McAllen and County of Hidalgo

BACKGROUND

1501 Pecan Blvd., McAllen old P.D. Building

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-419-00-115-002-0-441

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

BUDGETARY IMPACT:

Funds will be appropriated out of the 2015 budget.

Attachments

email
lease-draft
email

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/11/2014 08:56 AM
Glinda Pacheco	Glinda Pacheco	12/12/2014 04:30 PM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Monica Badillo		Started On: 12/11/2014 08:50 AM
Final Approval Date: 12/12/2014		

Zimbra **monica.badillo@co.hidalgo.tx.us**

Fwd: Old McAllen Police Department Building

From : Stan Ramos <stan.ramos@co.hidalgo.tx.us> Thu, Dec 11, 2014 04:06 PM
Subject : Fwd: Old McAllen Police Department Building
To : Monica Badillo <monica.badillo@co.hidalgo.tx.us>

Sent from my iPhone

Begin forwarded message:

From: Raul Silguero <raul.silguero@co.hidalgo.tx.us>
Date: December 11, 2014 at 2:28:57 PM CST
To: Estanislado Ramos <stan.ramos@co.hidalgo.tx.us>
Cc: Erika Zamora <erika.zamora@co.hidalgo.tx.us>, Valde <valde.guerra@co.hidalgo.tx.us>
Subject: Old McAllen Police Department Building

Thursday 12/11/2014

Stan - as requested by Valde

Precinct 2 is planning to provide services from the following programs at the new proposed McAllen CRC (Old Police Station Building)

1. Precinct 2 Outreach Program (This normally involves a director, 2 outreach workers, a clerk, and a custodian).

2. Tax Assessor and Collector Services (Vehicle Registration and Property Tax Collections).

3. WIC Department Services (Services and staff to be determined).

4. Texas Agri-Life Extension Services (Services and staff to be determined).

5. Constable Precinct 2 (Satellite Office - Services and staff to be determined).

6. Other Services as determined to be needed by the community.

Please advise if additional information is needed.

Thank You

Raul Silguero, Jr.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT

THIS Agreement is made on this the ____day of_____, 2014, by and between County of Hidalgo (hereinafter referred to as "County") and the City of McAllen, Texas a Home Rule Municipal Corporation (hereinafter referred to as "City") pursuant to the provisions of the Texas lnterlocal Cooperation Act, as follows:

In consideration of the mutual covenants and agreements set forth in this Agreement , and other good and valuable consideration, City demises and leases to County, and County leases from City, that certain improved real property with a street address of 1501 Pecan, McAllen, Texas 78501 and being more particularly described on Exhibit "A", attached hereto provided however City shall have access during the term of this Agreement (as hereinafter defined) to the Fiber Optic Cable Room described on Exhibit B attached hereto upon notice to County. These Premises Agreement d hereunder are referred to in this Agreement as the "Property Premises" or the "Agreement d Premises."

ARTICLE 1. TERM

Term of Agreement

1.1 The term of this Agreement shall be forty eight (48) months commencing on the ___ day of _____, 20__, and ending on the ____ day of _____, 20___, unless sooner terminated as provided in this Agreement or by County without cause on thirty (30) days written notice to City.

Holdover

1.2 If County holds over and continues in possession of the Agreement d Premises after expiration of the term of this Agreement, County will be deemed to be occupying the

Premises on the basis of a month-to-month tenancy, subject to all of the terms and conditions of this Agreement . The inclusion of this Article 1.2 shall not be construed as City's consent for County to hold over.

ARTICLE 2. RENT

Fixed Rent

2.1 County agrees to pay to City, during the term hereof, the sum of Ten Dollars ($10.00) as rent ("Fixed Rent"), such rent payable in annually in advance on the ___ day of each rental year occurring during the term defined hereto.

Time and Manner of Payment

2.2 All rent due under this article shall be paid by County in lawful money of the United States to the City at _____Texas 7850_, or at such other location or locations as City shall from time to time designate by written notice to County.

Repairs and Taxes

2.3 City is responsible for rendering and paying real estate taxes on the Property. County is responsible for rendering and paying all personal property taxes on the personal property, trade fixtures and inventory placed on the Property.

County accepts the Premises in their present condition and agrees they are suitable for the purposes for which Agreement. City agrees to repair at City's expense the roof, foundation and exterior walls, including all windows and doors, heating, ventilation and air conditioning systems, electrical wiring systems, and plumbing and the structural integrity of the structures on the Agreement d Premises upon the receipt of written notice from County requesting repairs. County shall take good care and maintain at his expense the remainder of the Property, and upon the termination of this Agreement deliver the Property in good repair and

condition, reasonable wear and tear and damage by fire only excepted. County shall not make any alterations, additions or improvements to the Property without the written permission of City. All such additions and fixtures (except trade fixtures) shall remain and become the property of City, unless City requests their removal; in which event County shall remove same and restore the Premises to their original condition at County's expense.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 County may use the Premises for any business of City.

Waste, Nuisance, or Illegal Use

3.2 County shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the Premises or for any illegal purpose.

ARTICLE 4. REPAIRS AND MAINTENANCE

Repairs and Maintenance

4.1 County shall be responsible for periodic maintenance, including, without limitation, janitorial, maintaining the windows and glazing system, light fixtures, floor and floor coverings. County shall be responsible for all repairs and maintenance in connection with damage to the Premises, and damage to fixtures and improvements resulting from negligent or willful acts of the County, or the County's employees, agents, licensees or invitees. In addition, County shall repair all injury caused by the installation or removal of furniture, fixtures or property permitted under this Agreement to be removed from the Agreement d Premises. All such repairs shall be made in a good, workmanlike manner using high quality materials.

City's and County's Duties to Repair

4.2 City shall maintain the leased Premises and shall make all necessary repairs, except that County shall make all repairs of the leased Premises occasioned by County's negligent use of the Agreement d Premises, and except as City and County may have expressly agreed otherwise in this Agreement.

City's Duty

4.3 More particularly, City shall repair and maintain the Agreement d Premises so that the Premises will have:

(1) Effective waterproofing and weather protection of the contents of the Agreement d Premises by watertight roof, exterior walls, windows, and doors.

(2) Plumbing facilities that conform to applicable law, maintained in good working order.

(3) A water supply approved under applicable law that is under the control of County, capable of producing hot and cold running water, or a system that is under the control of City that produces hot and cold running, furnished to County and connected to a sewage disposal system conforming to applicable law.

(4) Heating facilities that conform to applicable law and are maintained in good working order.

(5) Electrical lighting, with wiring and electrical equipment that conform to applicable law, maintained in good working order.

(6) Building, grounds, and appurtenances in every part clean, sanitary, and free from all accumulations of debris, and all areas under control of City kept in every part clean, sanitary, and free from all accumulations of debris.

(7) An adequate number of appropriate receptacles for garbage and rubbish, in clean condition and good repair.

(8) Floor, stairways, and railings maintained in good repair.

(9) Building, grounds and appurtenances shall be free of insects, rodents, and other vermin.

County's Duties Correlative to City's Obligations

4.4 No duty on the part of City shall arise with respect to maintenance or repairs under Section 4.2 of this Agreement if County is in violation of any one or more of the following affirmative obligations:

(1) To keep the Agreement d Premises as clean and sanitary as the condition of the Premises permits.

(2) To dispose from the Agreement d Premises all debris and garbage in a clean and sanitary manner.

(3) To properly use and operate all electrical, gas, and plumbing fixtures and keep them as clean and sanitary as their condition permits.

(4) Not to permit any person on the Premises, with County's permission, to willfully or wantonly destroy, damage, or remove any part of the Agreement d Premises or the facilities, equipment, or appurtenances.

County's Right to Repair for City or Vacate

4.5 (a) If after County's notice to City of repairs or maintenance which City has a duty to undertake, City neglects to make such repairs within a reasonable time, County may make the repairs itself after reasonable time, when the cost of the repairs does not require an expenditure greater the sum of Five Thousand and no/100ths Dollars ($5,000.00) the Premises, as set forth in this Agreement. If County makes such repairs, such expenditures by County shall be payable by City to County immediately upon deemed by County. In such a case, County may deduct the expenses of the repairs from the rent; or County may vacate the Premises, in which case it shall be discharged from further payment of rent and performance of other conditions.

(b) For purposes of this Section 4.5, if County makes repairs at least fifteen (15) days following its giving notice to City, it will be presumed to have acted after a reasonable time.

ARTICLE 5. UTILITIES AND GARBAGE REMOVAL

Utility Charges

5.1 County shall pay all utility charges for water, electricity, heat, gas and telephone service used in and about the Agreement d Premises during the term of this Agreement, all such charges to be paid by County directly to the utility company or municipality furnishing the same, before the same shall become delinquent.

Garbage Removal

5.2 County shall pay for the removal of all garbage and rubbish from the Agreement d Premises during the term of this Agreement.

ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of City

6.1 County shall not make any alterations, additions, or improvements to the leased Premises without the prior written consent of City. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by City.

Property of City

6.2 All alterations, additions, or improvements made by County shall become the property of City at the termination of this Agreement. City may, however, require that County remove any or all alterations, additions, and improvements installed or made by County, and any other property placed on the Premises by County, upon termination of the Agreement. In the event that City requires County to remove such alterations, additions, or improvements, County shall repair any damage to the Premises caused by such removal.

ARTICLE 7. TRADE FIXTURES AND SIGNS

Trade Fixtures

7.1 County has the right at all times to erect or install shelves, temporary office partitions, bins, machinery, equipment, or other trade fixtures, in, on, or about the Agreement d Premises, provided that County complies with all applicable governmental laws, ordinances, and regulations regarding such fixtures. County has the right to remove all trade fixtures as the termination of this Agreement, provided County is not in default under the Agreement and that the fixtures can be removed without structural damage to the building. County must repair any damage to the Agreement d Premises caused by removal of trade fixtures, and all such repairs must be completed prior to the termination of the Agreement. Any trade fixtures that have not been removed by County at the termination of this Agreement shall be deemed abandoned by the

County and shall automatically become the property of City. In the event any trade fixture installed by County is abandoned at the termination of the Agreement, County must pay City any reasonable expense actually incurred by City to remove the fixture from the Premises, less the fair market value of the fixture once removed, provided the fixture is removed within thirty (30) days after County has surrendered possession of the Premises.

Signs

7.2 Subject to the written approval of City, and further subject to applicable laws, ordinances and regulations, County shall have the right to install a sign on the Building. County must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE 8. MECHANIC'S LIEN

County will not permit any mechanic's lien or liens to be placed upon the leased Premises or improvements on the Premises, County will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from City County, City may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the City to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by County, including expenses and interest, shall be due from County to City and shall be repaid to City immediately on rendition of notice, together with interest at eighteen percent (18%) per annum until repaid.

ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

9.1 City shall, at its own expense, during the term of this Agreement, keep all buildings and improvements on the Agreement d Premises insured against loss or damage by fire

or theft, with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by City. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to City, which sum City shall use for repair and restoration purposes as provided herein. County shall maintain all insurance on County's goods and inventory located within the Agreement d Premises and County covenants and agrees that City shall have no responsibility for damage or destruction of County's goods and inventory located within the Agreement d Premises.

Remedy for Failure to Provide Insurance

9.2 City shall furnish County with certificates of all insurance required by this article. If City does not provide such certificates within ten (10) days of obtaining possession, or if City allows any insurance required under this article to lapse, County may, at its option, take out and pay the premiums on the necessary insurance to comply with City's obligations under the provisions of this article. County is entitled to reimbursement from City for all amounts spent by it to procure and maintain such insurance, with interest at the rate of eighteen (18%) percent per annum from the date of receipt of County's notice of payment until reimbursement by City.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to City

10.1 If the Agreement d Premises, or any structures or improvements on the Agreement d Premises, should be damaged or destroyed by fire, tornado, or other casualty,

County shall give immediate written notice of the damage or destruction to City, including a description of the damage and, as far as known to County, the cause of the damage.

Damage or Destruction

10.2 If the building or the Agreement d Premises should be totally destroyed by fire, tornado, or other casualty, or if they should be so damaged that rebuilding or repairs cannot reasonably be completed within ninety (90) working days from the date of the occurrence of the damage, this Agreement , at the option of the City, shall terminate and rent shall be abated for the unexpired portion of this Agreement , effective as of the date of said occurrence.

Partial Damage

10.3 If the Agreement d Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs cannot reasonably be completed within ninety (90) working days from the date of the occurrence of the damage, this Agreement shall not terminate, but City shall, if the casualty has occurred prior to the final four (4) months of the Agreement term, at City's sole cost and risk proceed forthwith to rebuild or repair the Agreement d Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final four (4) months of the Agreement term, City shall not be required to rebuild or repair such damage. If the Agreement d Premises are to be rebuilt or repaired and are untenantable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenantable shall be adjusted equitably. In the event that City should fail to complete such rebuilding or repairs within ninety (90) working days from the date of the occurrence of the damage, County may at its option terminate this Agreement by written notification at such time to City, wherein all rights and obligations hereunder shall cease.

ARTICLE 11. CONDEMNATION

Total Condemnation

11.1 If during the term of this Agreement all of the leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Agreement shall terminate, and the rent shall be abated during the unexpired portion of this Agreement, effective as of the date of the taking of the Premises by the condemning authority.

Partial Condemnation

11.2 If less than all, but more than twenty-five percent (25%) of the Agreement d Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, County may terminate the Agreement by giving written notice to City within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Agreement d Premises are partially condemned and County fails to exercise the option to terminate the Agreement under this section, or if less than twenty-five percent (25%) of the Agreement d Premises are condemned, this Agreement shall not terminate, but County may, at its sole expense, restore and reconstruct the building and other improvements situated on the Agreement d Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Agreement d. The rent payable under Sections 2.1 of this Agreement shall be adjusted equitably during the unexpired portion of this Agreement.

Condemnation Award

11.3 City and County shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Agreement shall not affect the rights of the respective parties to such awards.

ARTICLE 12. DEFAULT

Default by County

12.1 If County shall allow the rent to be in arrears more than sixty (60) days after written notice of such delinquency, or shall remain in default under any other condition of this Agreement for a period of sixty (60) days after written notice from City, City may at its option, without notice to County, terminate this Agreement or, in the alternative, City may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and relet the Premises, or any part of the Premises, for all or any part of the remainder of the Agreement term, to a party satisfactory to City and at such monthly rental as City may with reasonable diligence be able to secure. Should City be unable to relet after reasonable efforts to do so, or should such monthly rental be less than the rental County was obligated to pay under this Agreement, or any renewal of this Agreement, plus the expense of reletting, then County shall pay the amount of such deficiency to City.

City's Lien

12.2 It is expressly agreed that, in the event of default by County in the payment of rent or any other sum due from County to City under the terms of this Agreement, City shall have a lien upon all fixtures, chattels, or other property of any description belonging to County that are placed in, or become a part of, the Agreement d Premises as security for rent due and to

become due for the remainder of the current Agreement term and any other sum due from County to City. This lien shall not be in lieu of, or in any affect, the statutory City's lien given by law but shall be in addition to that lien, and County grants to City a security interest in all of County's property placed in or on the Agreement d Premises for purposes of this contractual lien. This shall not prevent the sale by County of any merchandise in the ordinary course of business free of such lien to City. In the event City exercises the option to terminate the Agreement hold re-enter, and relet the Premises as provided in the preceding paragraph, then City, after giving reasonable notice to County of the intent to take possession and giving an opportunity for a hearing on the matter, may take possession of all of County's property on the Premises and sell it at public or private sale after giving County reasonable notice of the time and place of any public or private sale or of the time after that any private sale is to be made for cash or on credit, for such prices and terms as City deems best, with or without having the property present at the sale. The proceeds of the sale shall be applied first to the necessary and proper expense of removing, storing and selling such property, then to repairing damage to the Agreement d Premises if any, then to the payment of any rent due or to become due under this Agreement, with balance, if any, to be paid to County:

Default by City

12.3 If City defaults in the performance of any terms, covenants, as condition required to be performed by it under this Agreement, County may elect to do either one of the following:

(a) After not less than thirty (30) days' notice to City, County may remedy such default by any necessary action and, in connection with such remedy, may pay expenses and employ counsel. All sums expended, or obligations incurred, by County in connection with remedying City's default shall be paid by City to

County on demand and, on failure of such reimbursement, County may, in addition to any other right or remedy that County may have, deduct these costs and expenses from rent subsequently becoming due under this Agreement .

(b) County may terminate this Agreement by giving at least thirty (30) days notice to City such intention. In the event County elects this option, the Agreement will be terminated on the date designated in County's notice, unless City has cured the default prior to expiration of the thirty-day period.

Cumulative Remedies

12.4 All rights and remedies of City and County under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Agreement . All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

12.5 A waiver by either City or County of a breach of this Agreement by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Agreement.

ARTICLE 13. INSPECTION BY CITY

Assignment and Subletting by County

14.1 County may not sublet, assign, encumber, or otherwise transfer this Agreement , or any right or interest in this Agreement or in the Agreement d Premises or the improvements on the Agreement d Premises, without the written consent of City. If County sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Agreement or in the Agreement d Premises or the improvements on the Agreement d Premises without the written consent of City,

City may, at its option, declare this Agreement terminated. In the event City consents in writing to an assignment, sublease or other transfer of all or any of County's rights under this Agreement, the assignee or sublessee must assume all of County's obligations under this Agreement , and County shall remain liable for every obligation under the Agreement . City's consent under this section will not be arbitrarily or unreasonably withheld.

Assignment by City

14.2 City may assign or transfer any or all of its interests under the terms of this Agreement.

ARTICLE 15. MISCELLANEOUS

Notices and Addresses

15.1 All notices required under this Agreement will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

City:	County:
City Manager City of McAllen, Texas P. O. Box 220 McAllen, Texas 78505	County of Hidalgo Attn: Ramon Garcia, County Judge Edinburg, Texas 78540-0117

Either party may change the address to which notices are to be sent it by giving the other party notice of the new address in the manner provided in this section.

Parties Bound

15.2 This agreement shall be binding upon, and inure to the benefit of, the parties to the Agreement and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this agreement.

Texas Law to Apply

15.3 This agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Agreement are performable in Hidalgo County, Texas.

Legal Construction

15.4 In case any one or more of the provisions contained in this agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the agreement.

Prior Agreements Superseded

15.5 This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

15.6 No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

15.7 The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Agreement are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorneys' Fees and Costs

15.8 If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Agreement , then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Agreement .

Force Majeure

15.9 Neither City nor County shall be required to perform any term, conditions, or covenant in this Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of City County and which by the exercise of due diligence City County is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

15.10 Neither City nor County has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and City and County each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Agreement or the transactions contemplated hereby.

Estoppel Information

15.11 County shall, at the request of City, provide any and all information with respect to this Agreement to any person designated by City.

Time of Essence

15.12 Time is of the essence of this agreement.

[The remainder of this page intentionally left blank.]

THE UNDERSIGNED City and County execute this Agreement on the _____ day of _____, 2014.

CITY:

By:_____
Printed Name:_____
Its:_____

COUNTY:

THE COUNTY OF HIDALGO

By:_____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr. Hidalgo County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

_____
Stephen L. Crain

Zimbra **monica.badillo@co.hidalgo.tx.us**

Fwd: contract

From : Stan Ramos <stan.ramos@co.hidalgo.tx.us> Thu, Dec 11, 2014 04:26 PM
Subject : Fwd: contract
To : Monica Badillo <monica.badillo@co.hidalgo.tx.us>, Valde <valde.guerra@co.hidalgo.tx.us>

Fyi

Sent from my iPhone

Begin forwarded message:

From: Jeanie Backor <jbackor@mcallen.net>
Date: December 11, 2014 at 4:21:48 PM CST
To: Stan Ramos <stan.ramos@co.hidalgo.tx.us>
Cc: Janie Rodriguez <janie_rodriguez@mcallen.net>
Subject: RE: contract

Stan,

Our Deputy City Attorney, Gary Henrichson, will be contacting Steve Crain regarding the lease.

Thank you,

JEANIE BACKOR
CITY OF MCALLEN
LAND ACQUISITION DEPUTY DIRECTOR
P.O. BOX 220, 78505-0220
1300 HOUSTON AVENUE
MCALLEN, TEXAS 78501
OFFICE: (956) 681-1188
FAX: (956) 681-1099
CELL: (956) 501-9657
jbackor@mcallen.net

From: Stan Ramos [mailto:stan.ramos@co.hidalgo.tx.us]
Sent: Thursday, December 11, 2014 4:04 PM
To: Jeanie Backor
Cc: Valde Guerra; Monica Badillo

Subject: Re: contract

Ms. Backor,

Has your legal dept. reviewed the lease agreement we sent you? If so can you please send it me so that our legal dept. may review it as we would like to place it on Commissioners Court for December 16th.

Thank You
Stan Ramos

From: "Jeanie Backor" <jbackor@mcallen.net>
To: "Stan Ramos" <stan.ramos@co.hidalgo.tx.us>
Cc: "Valde" <valde.guerra@co.hidalgo.tx.us>, "Roel \"Roy\" Rodriguez" <roel_rodriguez@mcallen.net>, "Kevin D. Pagan" <kpagan@mcallen.net>, "Gary L. Henrichson" <ghenrichson@mcallen.net>
Sent: Friday, December 5, 2014 11:17:56 AM
Subject: RE: contract

Stan,

I will have the attorney redline any changes. When should we expect the list of departments that you intend to occupy the build? We would like it to be included in the lease.

Thanks,

JEANIE BACKOR
CITY OF MCALLEN
LAND ACQUISITION DEPUTY DIRECTOR
P.O. BOX 220, 78505-0220
1300 HOUSTON AVENUE
MCALLEN, TEXAS 78501
OFFICE: (956) 681-1188
FAX: (956) 681-1099
CELL: (956) 501-9657
jbackor@mcallen.net

From: Stan Ramos [mailto:stan.ramos@co.hidalgo.tx.us]
Sent: Friday, December 05, 2014 11:01 AM
To: Jeanie Backor
Cc: Valde
Subject: contract

Ms. Backor,

As per your request attached is the lease agreement in Ms word format.

Thanks,

Stan Ramos ,Administrator Operations Coordinator IV
Hidalgo County Executive Office
2818 S. Bus. Hwy. 281
Edinburg, Texas 78539
O-(956) 292-7655
F-(956) 292-7034
stan.ramos@co.hidalgo.tx.us

Disclaimer: If you are not the intended recipient or have received this e-mail in error, please notify me via return e-mail and telephone at 956-681-1000, and permanently delete and purge the original and any copy thereof. This e-mail, with attachments hereto, if any, is intended only for receipt and use by the addressee(s) named herein, and may contain legally privileged and/or confidential information. Regardless of address or routing, if you are not the intended recipient, then you are hereby notified that any use, copying, reproduction, dissemination, distribution, or transmission of this e-mail, and any attachments hereto, is strictly prohibited. Whereas all reasonable steps have been taken to ensure the accuracy and confidentiality of the information and data submitted herein, the City of McAllen and its employees are not liable if information or data is corrupted or does not reach its intended destination.

Disclaimer: If you are not the intended recipient or have received this e-mail in error, please notify me via return e-mail and telephone at 956-681-1000, and permanently delete and purge the original and any copy thereof. This e-mail, with attachments hereto, if any, is intended only for receipt and use by the addressee(s) named herein, and may contain legally privileged and/or confidential information. Regardless of address or routing, if you are not the intended recipient, then you are hereby notified that any use, copying, reproduction, dissemination, distribution, or transmission of this e-mail, and any attachments hereto, is strictly prohibited. Whereas all reasonable steps have been taken to ensure the accuracy and confidentiality of the information and data submitted herein, the City of McAllen and its employees are not liable if information or data is corrupted or does not reach its intended destination.

AI -47710 **Constables** **8. A.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Rosie Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Constable Precinct No. 1- Walmart Community Grant (1285):
1. Ratification of application for the Walmart Community Grant award from the the Walmart Private Foundation (Facility No. 6159).
2. Approval to accept the Community grant award from the Walmart Private Foundation in the total amount of $1,000.00.
3. Approval of certification of revenues for the Community grant award.
4. Approval of appropriation of the Community grant award in the amount of $1,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** SEE BELOW

FUNDS AVAILABLE Y/N?: YES **MATCHING FUNDS Y/N?:** NO

BUDGETARY IMPACT:

Revenue: 4-1285-364-00-291-008-4-000 WALMART-CPCT1- OTHER DIRECT ASST

Expenditure: 4-1285-444-36-291-008-4-610 WALMART-CPCT1- GENERAL SUPPLIES

Check Date: 11/24/14
Check No: 3591550

Attachments

walmart award letter/ email
guidelines
appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/08/2014 04:19 PM
Manuel Chapa	Manuel Chapa	12/11/2014 04:39 PM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Rosie Cantu		Started On: 12/08/2014 11:05 AM
Final Approval Date: 12/12/2014		

Zimbra **julio.gonzales@co.hidalgo.tx.us**

Walmart Foundation Request ID 17024537

From : do-not-reply@cybergrants.com Tue, Nov 25, 2014 07:08 PM

Subject : Walmart Foundation Request ID 17024537

To : julio gonzales <julio.gonzales@co.hidalgo.tx.us>

Reply To : do-not-reply@cybergrants.com

Dear Julio Gonzales,

The Walmart Foundation and Facility # 6159 are pleased to inform you that your organization has been selected to receive a grant through the Local Facility Giving Program in the amount of $1,000.00. We believe that your organization is doing important work to the communities you serve, and we are proud that we are able to support you in your efforts.

Your grant payment will be awarded to you by check, and it will be sent to the address listed in your grant application. Your grant check will be issued within the next few weeks and mailed to your organization as quickly as possible.

Thank you for the work your organization does to create opportunities so people can live better.

Sincerely,

The Walmart Foundation

CG/JMAIL/52788945

IN PAYMENT OF INVOICES TO

*Walmart
702 S.W. 8th ST.
BENTONVILLE, AR 72716

* INCLUDES
AIDCO
SAM'S CLUB
BUD'S OUTLET STORES
CMA*USA
NORTH ARKANSAS WHOLESALE CO., INC.
BEAVER LAKE AVIATION, INC.
PHILLIPS COMPANIES, INC.
WAL*MART PHARMACY OF MICHIGAN, INC.
WAL*MART PUERTO RICO, INC.

DATE OF CHECK: 11 24 14

CHECK NUMBER: 3591550

DATE MO.	DAY	YR.	INVOICE NUMBER	STORE NUMBER	DOCUMENT NUMBER	TYPE CODE*	GROSS AMOUNT	DISCOUNTS/ ALLOWANCES	NET AMOUNT
11	18	14	22404469	05-9000	33004858		1,000.00	0.00	1,000.00

STATEMENT OF REMITTANCE

VENDOR NO. [redacted] Wal-Mart Giving - One Time V 1,000.00 TOTAL 0.00 1,000.00

* VENDOR: Deduction codes are described on the reverse side of this statement.

Walmart
702 S.W. 8th St. BENTONVILLE, ARKANSAS 72716

Walmart

WACHOVIA BANK, N.A.
CHARLOTTE, NC 28288-0013

66-156
531

EQ: B455170

VENDOR NUMBER	DATE OF CHECK MO	DAY	YR	CHECK NUMBER
340356997	11	24	14	3591550

3591550

PAY
ONE THOUSAND DOLLARS AND NO CENTS

$ DOLLARS: *****1,000 CENTS: 00
NET AMOUNT OF CHECK

TO THE ORDER OF
HIDALGO COUNTY CONSTABLE PCT 1
FACILITY# 6159
1900 JOE STEVENS
WESLACO TX 78599

WAL★MART STORES, INC.

Jeffrey Davis

Senior VP, Finance and Treasurer

THIS DOCUMENT CONTAINS A COLORED BACKGROUND ON FACE AND ARTIFICIAL WATERMARK ON BACK - HOLD AT AN ANGLE TO VIEW

⑈3591550⑈ ⑆[redacted]

Walmart

Community Grant Guidelines

Overview

- Community Grants range from the minimum grant of **$250** to the maximum grant of **$2,500.**
- Organizations must submit an online application to be considered for funding.
- The deadline to apply for 2014 funding is **December 31, 2014.**

Eligibility Checklist

1. Funds must benefit the facility's service area: potential grantees should be nonprofit organizations with programs that benefit communities within the service area of the Walmart store, Sam's Club or Logistics facility from which they are requesting funds.
2. Walmart and the Walmart Foundation have identified four core areas of giving: Hunger Relief & Healthy Eating, Sustainability, Women's Economic Empowerment or Career Opportunity. To ensure that your application has the best chance of being funded, the proposed use of the grant should fit within one of these areas of giving. Primary consideration for the Community Grant program is to support local organizations with programs that align with the Foundation's areas of giving. However, programs that do not align with these areas may also be given consideration. If you are applying for funding through a Sam's Club location, additional focus areas are considered. Learn more about the Sam's Club Giving Program.
3. Organizations must be described as one of the following:

- An organization holding a current tax-exempt status under Section 501(c)(3), (4), (6) or (19) of the Internal Revenue Code;
- A recognized government entity: state, county, or city agency, including law enforcement or fire departments, that are requesting funds exclusively for public purposes;
- A K-12 public or private school, charter school, community/junior college, state/private college or university; or
- A church or other faith-based organization with a proposed project that benefits the community at large.

Selection Process

- Management at the facility to which you are applying will review the application and make initial funding recommendations on all submitted requests.
- Each facility manager may set the frequency and process in which applications are reviewed, however; applications are typically reviewed within 90 days of the submission date.
- Organizations will be notified of any decision via e-mail. All funding decisions are final.
- If an organization is approved, grant checks will be mailed directly to the recipient organization at the address listed in the grant application. Please allow 2 to 4 weeks for delivery.
- In the event of being awarded a grant, organizations should contact their local facility from which funds were awarded to schedule a formal recognition event.

Funding Exclusions

- Advertising, film or video project
- Athletic sponsorships (teams/events)
- Capital campaigns and endowments (defined as any plans to raise funds for a significant purchase or expense, such as new construction, major renovations or to help fund normal budgetary items)
- Capital improvements or construction costs, defined as property improvements that will enhance the property value or increase the useful life of the property
- Contests or pageants
- Fundraising events (walks, races, tournaments, dinners etc.)
- In-kind donation requests, including requests for gift cards
- Nationally-sponsored organizations: American Cancer Society, American Diabetes Association, American Heart Association, Children's Miracle Network and United Way
- Memberships, including association/chamber memberships
- Organizations that deny service, membership or other involvement on the basis of race, religion, color, sex, sexual orientation, age, national origin, ancestry, citizenship, veteran, or disability status.

- Organizations or programs that do not benefit the communities within the facility's service area
- Organizations who apply to a large number of facilities outside of the primary area
- Organizations whose programming or policies may position the company or the Foundation in a negative light
- Organizations whose services do not benefit the community at large
- Political causes, candidates, organizations or campaigns
- Projects that send products or people to foreign countries or on domestic travel
- Registration fees
- Requests made on behalf of another organization or by unauthorized representative of the recipient organization
- Requests made solely to benefit one person or family
- Research
- Salaries, stipends, tips and rewards
- Scholarships (tuition, room, board, other expenses for college/university/vocational school attendance) Third-party giving
- Tickets for contests, raffles, or any other activity with prizes

DATE: December 8, 2014

2014
Appropriation

DEPARTMENT HEAD: CELESTINO AVILA, CONSTABLE PRECINCT NO. 1

DEPARTMENT NAME: CONSTABLE PRECINCT NO. 1 OFFICE

ACCOUNT NUMBER: 4-1285-444-36-291-008-4-XXX WALMART-CPCT1

Contact Person: ROSIE CANTU **Ph#:** (956) 292-7000 EXT 5408

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
4-1285-444-36-291-008-4-610	CPCT1 WALMART-	GENERAL SUPPLIES	1,000.00
4-1285-364-00-291-008-4-000	WALMART-CPCT1-	OTHER DIRECT ASST (REVENUE	1,000.00
		TOTAL BUDGET INCREASE (DECREASE)	**1,000.00**

REASON: To appropriate the FY 2014 Walmart Community Grant award from the the Walmart Private Foundation (Facility No. 6159).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI -47622 **Constables** **8. B.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted For: Constable Precinct No. 1- Celestino Avila, Jr

Submitted By: Joe Espinoza, CONSTABLE PCT. #1

Department: CONSTABLE PCT. #1

Information

CAPTION

Constable Precinct No. 1- LBSP FY15 (1284):
1. Authorization and approval to apply for the Local Border Security Program (LBSP) FY 2015 Grant with the Texas Homeland Security State Administrative Agency (THSSAA), Texas Department of Public Safety.
2. Authorization for County Judge, as authorized official, to sign required documents.

BACKGROUND

Grant will be administered by the Texas Homeland Security State Administrative Agency (THSSAA). The period of performance is 02/01/2015 - 08/31/2015.

Fiscal Impact

FISCAL YEAR: SEE BELOW **ACCT. #:** SEE BELOW

FUNDS AVAILABLE Y/N?: N/A **MATCHING FUNDS Y/N?:** NO

BUDGETARY IMPACT:

County fiscal/calendar year: 5
Grant fiscal year: 15
Account fiscal year: 5
Grant period: February 1, 2015 through August 31, 2015

Approval to apply...

EXPENDITURE ACCOUNT: 5-1284-421-00-291-080-5-XXX CONST PCT1 LBSP

REVENUE ACCOUNT: 5-1284-334-10-291-080-5-000 CONST PCT1

LBSP-REVENUES

No Matching Funds Required

The LBSP grant will only cover Overtime, FICA, Retirement, Unemployment Compensation, and Worker's Compensation fringe benefits. All other fringe benefits will be reclassified to the Constable Precinct No. 1 general fund account (5-1100-421-00-291-001-0-113).

Attachments

Financial Cost Estimate2015
LBSP APP 1
LBSP APP 2
LBSP APP 3
LBSP APP 4

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/04/2014 08:58 AM
Rosalinda Cantu	Rosie Cantu	12/09/2014 10:20 AM
Manuel Chapa	Manuel Chapa	12/09/2014 03:23 PM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Joe Espinoza		Started On: 12/02/2014 03:30 PM
Final Approval Date: 12/12/2014		

FINANCIAL COST ESTIMATE (OPTIONAL)

1. NAME OF PROGRAM / ASSISTANCE: Local Border Security Program FY 2015

2. APPLICANT NAME: Hidalgo County Constable Pct. 1

3. ESTIMATED MONTHLY EXPENSES:

a. Personnel Estimate

Position	Number of Personnel	Hourly Rate	Overtime Rate (Time and 1/2)	Number of O/T Hours per Person per Day	Number of Days	Salary	FRINGES 22.00%	Total Salary & Fringe
							$0.00	$0.00
Dep.step 1	9	$18.82	$28.23	6	4	$6,097.68	$1,341.49	$7,439.17
Sgt. 1	1	$22.77	$34.16	6	4	$819.84	$180.36	$1,000.20
Deputy 2	1	$19.47	$29.21	6	4	$701.04	$154.23	$855.27
Deputy 4	2	$22.93	$34.40	6	4	$1,651.20	$363.26	$2,014.46
Deputy 1	1	$18.05	$27.08	6	4	$649.92	$142.98	$792.90
							Total Personnel Estimates	**$12,102.00**

b. Travel & Per Diem Estimate

Position	Number of Personnel	Commercial Travel Costs	Mileage from / to County	Estimated Ave. Daily Miles	Number of Days	Total Mileage Cost	Hotel Rate $85 Maximum	Hotel Tax Rate	Meals $36 Maximum	Travel Totals
						$0.00		$0.00		$0.00
						$0.00		$0.00		$0.00
									Total Travel & Per Diem Estimate	$0.00

c. Operational Cost Estimate

	Number of Cars	Number of Miles per Car	Number of Days	Rate per Mile	Subtotal
Mileage	0	0	0	$0.560	**$0.00**
Fuel Costs					
Other Costs					
				Total Operational Cost Estimate	**$0.00**

*NOTE: Estimate either for fuel or mileage, not both.

FILL IN SHADED FIELDS ONLY

4. NUMBER OF MONTHS IN THE GRANT PERIOD: 7

5. ARE YOU PAID MONTHLY OR BI-MONTHLY: BI-MONTHLY

6. INDICATE THE NUMBER OF HOURS IN YOUR PAY PERIOD: 80

7. TOTAL AMOUNT OF APPLICATION

	Total Grant
a. Personnel Estimate	$84,714.00
b. Travel & Per Diem Estimate	$0.00
c. Operational Cost Estimate	$0.00
Total Expenses	**$84,714.00**

8. TYPE OF PAYMENT YOU PREFER: (check one)

Reimbursement: X

ONE TIME Advance Payment Request:

LBSP FORM APP-1
APPLICATION FOR STATE ASSISTANCE

1. LEGAL NAME OF APPLICANT ORGANIZATION: (Name of City, County or Tribe)	Hidalgo County Constable Pct 1
2. ORGANIZATION MAILING ADDRESS:	1900 Joe Stephens Weslaco, Texas 78599
3. ORGANIZATION PHYSICAL ADDRESS: (If different from Mailing Address)	same
4. DEPARTMENT (that will conduct grant activities)**:**	Hidalgo County Constable Pct. 1
5. COUNTY (where jurisdiction is located)**:**	Hidalgo
6. APPLICANT TYPE:	☐City Government ☒County Government ☐Tribal Government
7. NAME OF GRANT/ASSISTANCE PROGRAM:	**Local Border Security Grant Program (LBSP-15)**
8. PERIOD OF PERFORMANCE :	**February 1, 2015 through August 31, 2015**
9. PAYMENT TYPE:	☒Reimbursement ☐One-Time Advance Payment
10. EMPLOYER IDENTIFICATION # / TAX ID #:	74-6000717
11. DUNS # (optional):	
12. TOTAL AMOUNT REQUESTED:	

CERTIFICATION

By signing this document, I certify that to the best of my knowledge and belief this application and its attachments are true and correct and that I have the legal authority to apply for State assistance. I also understand that this serves as a request for consideration for grant funding and that applying does not guarantee an award will be received. This Application, together with the Local Border Security Program FY2015 (LBSP-15) Grant Guidance and Application Kit, constitutes the work plan for the Applicant listed above. If funded the undersigned will be required to agree to and comply with all terms, conditions, and statements of work for the LBSP-15.

Typed Name of Authorized Official:	
Position Title (Mayor, Judge, City Manager):	
Original Signature of Authorized Official:	
Date Signed:	

Email* or Mail completed forms and application materials to:

SAA-LBSP@dps.texas.gov

Texas Homeland Security State Administrative Agency
ATTN: LBSP
1033 La Posada, Ste. 160, Austin, TX 78752

*Note: Email submission is preferred. Applications must be received by the THSSAA by **5PM CST on January 5, 2015**

LBSP FORM APP-2
DESIGNATION OF GRANT OFFICIALS

GRANT:	**LOCAL BORDER SECURITY PROGRAM FY2015 (LBSP-15)**

GRANT PERIOD:	**February 1, 2015 – August 31, 2015**

AGENCY NAME:	**Hidalgo County Constable Pct. 1**

Grant Performance Officer	**(This is typically an Officer or Deputy)**
Name	**Celestino Avila Jr.**
Title	**Constable**
Daytime Phone Number	**956-447-3775**
E-mail Address	**Celestino.avila@co.hidalgo.tx.us**

Grant Financial Officer	**(This is typically your CFO or County Auditor)**
Name	**Raymundo Eufracio,CPA**
Title	**Auditor- Hidalgo County**
Daytime Phone Number	**956-318-2511**
E-mail Address	**ray.eufracio@co.hidalgo.tx.us**

*__Note:__ If someone else is authorized to submit Financial Reports for the Jurisdiction, a letter from the Authorized Official indicating such Signature Delegation should be attached with this Form.

Authorized Official	**(This must be the County Judge, Mayor, or City Manager*)**
Name	**Ramon Garcia**
Title	**County Judge – Hidalgo County**
Daytime Phone Number	**956-318-2600**
E-mail Address	**Ramon.garcia@co.hidalgo.tx.us**

*__Note:__ If someone else is authorized to apply for and accept grant funds for the Jurisdiction, a letter from the governing body indicating such Signature Delegation should be attached with this Form.

Designation Approval	
Signature of Authorized Official:	
DATE SIGNED (DESIGNATION DATE):	
If at any point during the grant period these POCs change, make necessary changes and resubmit this form immediately to SAA-LBSP@dps.texas.gov.	

LBSP FORM APP-3

Project and Budget Narrative for LBSP-15

1. **Jurisdiction Name** (List the City or County that is applying for this Grant)

Hidalgo County

2. **Department Name** (List the Department(s) or Division(s) within the City or County that will be conducting LBSP Grant activities)

Hidalgo County Constable Pct.1

3. **Law Enforcement Agency Sworn Force Information:**

A. Provide the Fiscal Year Budgeted Sworn Force Strength for the current fiscal year (FY 2015)

16

Note: The Budgeted Sworn Force Strength is the number of sworn officer/deputy positions funded in your agency's budget, including funded but frozen positions, and/or locally funded vacancies. Do not include unfunded vacancies or unpaid/reserve officers.

B. Of the number of sworn positions (officers/deputies) funded in your agency's budget, how many will be available to work LBSP-15 operations?

12

4. **Project Description:** Please provide a concise description of how you plan to use the funds to ensure that activities will achieve the State Objectives listed on page 5 of the LBSP-15 Grant Guidance. [250 words or less]

Enhance uniformed patrol activities within Hidalgo County Pct 1. Increase patrol activities in rural areas / routes commonly used by border criminal elements and not normally addressed by other Law Enforcement agencies. Continuation in multi law enforcement operations. Increased number of patrol units with designation of identification, apprehension and disruption of border criminal elements within Hidalgo County Pct. 1 and border criminal elements who utilize Hidalgo County Pct I to facilitate acts of narcotic smuggling, human smuggling and acts of border related violence. Hidalgo County Pct 1 borders Mexico to the south and Cameron County, Texas to the east, both designated at source areas. Maximize continued efforts with multi-agency intelligence while working operations I details with local state and federal law enforcement agencies within Hidalgo County Pot 1. Increased timely reports to JOIC, by BIAR5 and I or by teleconference, based on but not limited to independent intelligence, enforcement actions, suspected smuggling routes and citizen contributions. Participate in south bound operations at US Ports of Entry. Hidalgo County Pct 1 currently had two (2) ports of entry located within jurisdiction.

5. **Budget:**

Category	Amount Requested (Total for Entire Grant Period)
A. Personnel – OT for Officers/Deputies	
A. Personnel – OT for Law Enforcement Support Personnel	0
B. Travel	0
C. Operational - Mileage	0
C. Operational - Fuel	0
C. Operational - Other	0
TOTAL	

Budget Narrative: All LBSP-15 Applicants will provide a Budget Narrative that (a) describes each item included in the Budget and (b) explains how each item, or group of items, supports the project's goals and objectives.

A. Personnel Narrative:

1) What is the total number of officers per month that are anticipated to work LBSP?

12

2) What is the total number of overtime hours per month that are anticipated to be worked in support of LBSP?

480

3) Are funds being requested for Law Enforcement Support Personnel?
(Cannot Exceed 5% of total amount requested or $5,000 whichever is less)

YES	
NO	x

If yes, provide explanation and justification

4) Will overtime for any Exempt Personnel be paid with LBSP funds?

YES	X
NO	

If yes, provide explanation and justification (See requirements listed in Section 2, Part C)

Supervisory of Deputies and assistance of manpower on the road will be required.

5) **Personnel Narrative [100 words or less]:**

13 Deputies will be working hours after regular day to enhance patrol and assist other local agencies. Deputies will help deter criminal activity in the Pct. 1 Mexican/American Border. Southbound activities will be worked along with Custom agents.

B. Travel/Per Diem Narrative [100 words or less]:

N/A

C. Operating Costs Narrative [100 words or less]:

N/A

6. **Project Summary:** Please provide a **brief** summary of how your agency proposes to use the LBSP-15 Grant funds. Be sure to provide a description of how you expect this Grant to enhance border security operations in your agency's Area of Responsibility (AOR). The Project Summary may be used to keep the Texas Legislature or other State executive branch agencies informed on law enforcement strategies to enhance border security and deter crime in your community. **[100 words or less]**

Enhance uniformed patrol activities within Hidalgo County Pct 1. Increase patrol activities in rural areas / routes commonly used by border criminal elements and not normally addressed by other Law Enforcement agencies. Continuation in multi law enforcement operations.

LBSP FORM APP-4

State of Texas Assurances and Certifications

State Uniform Administrative Requirement for Grants and Cooperative Agreements, Subpart B, §_.14

Note: Certain of these assurances may not be applicable to your program. If you have any questions, please contact the awarding agency.

NAME OF APPLICANT	GRANT PROGRAM
Hidalgo County Constable Pct.1	Local Border Security Program FY 2015 (LBSP-15)

This form includes Assurances and Certifications that must be read, signed, and submitted as a part of the Application for State Assistance.

As the duly authorized representative of the Applicant, I hereby certify that the Applicant shall comply with the Assurances and Certifications below.

Ramon Garcia	**County Judge**
Typed Name of Authorized Official	Title
Signature of Authorized Official	Date Signed

ASSURANCES

(1) RELATIVES. The Grantee shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Grantee's governing body or of the Grantee's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition will not prohibit the employment of a person, who has been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

(2) PUBLIC INFORMATION. The Grantee shall insure that all information collected, assembled, or maintained by the Grantee relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.

(3) OPEN MEETINGS. The Grantee shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

(4) CHILD SUPPORT PAYMENTS. The Grantee shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.

(5) HEALTH, HUMAN SERVICES, PUBLIC SAFETY OR LAW ENFORCEMENT AGENCY. If the Grantee is a health, human services, public safety, or law enforcement agency, it will not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.

(6) LAW ENFORCEMENT AGENCY. If the Grantee is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701, it shall be in compliance with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code or shall provide the THSSAA with a certification from the Texas Commission on Law Enforcement that the Grantee is in the process of achieving compliance with such rules.

(7) ADMINISTRATION. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local recipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met.

(8) SUSPECTED CHILD ABUSE. The Grantee shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. The Grantee shall ensure that all program personnel are properly trained and aware of this requirement.

(9) TAXES. The Grantee shall comply with all federal tax laws and is solely responsible for filing all required state and federal tax forms.

(10) COMPLIANCE WITH REQUIREMENTS. The Grantee shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this Grant.

(11) INELIGIBLE APPLICANTS. The Grantee certifies that it and its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at http://www.sam.gov.

(12) HIV/AIDS. The Grantee shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, *et seq*.

(13) LEGAL AUTHORITY. The Grantee certifies that it has the legal authority to apply for State assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-state share of project costs) to ensure proper planning, management and completion of this Grant.

(14) RECORDS. The Grantee shall give the awarding agency, the State Comptroller, and if applicable, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Grant; and shall establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

(15) PERSONAL GAIN. The Grantee shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal gain.

(16) COMPLETION. The Grantee shall initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

CERTIFICATIONS

1. **DRUG-FREE WORKPLACE** - The Grantee certifies that it shall provide a drug-free workplace by:
   A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
   B. Establish a drug-free awareness program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the Grantee's policy of maintaining a drug-free workplace;
      iii. any available drug counseling, rehabilitation, and employee assistance programs; and
      iv. the penalties that may be imposed upon employees for drug abuse violations.
   C. Making it a requirement that each employee to be engaged in the performance of this Grant be given a copy of the statement required by paragraph (A).
   D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under this Grant, the employee shall:
      i. abide by the terms of the statement; and
      ii. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) calendar days after such conviction.
   E. Notifying the THSSAA within ten (10) calendar days after receiving notice under subparagraph (D)(ii) from an employee or otherwise receiving actual notice of such conviction.
   F. Taking one of the following actions with respect to any employee who is so convicted:
      i. taking appropriate personnel action against such an employee, up to and including termination; or
      ii. requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
   G. Making a good faith effort to continue to maintain a drug-free workplace through the implementation of paragraphs (A), (B), (C), (D), (E), and (F).

2. **LOBBYING – The Grantee certifies that:**
   A. It will not use grant funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government.
   B. If any non-grant funds have been or will be used in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, it shall notify the THSSAA to obtain the appropriate disclosure form.
   C. It shall include the language of paragraphs A and B of this section in the award documents for all sub-awards at all tiers and will require all sub-recipients to certify accordingly.

AI -47829 **Constables** **8. C.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted For: Martin Cantu, CONSTABLE PCT. #2

Submitted By: Armando Campos, CONSTABLE PCT. #2

Department: CONSTABLE PCT. #2

Information

CAPTION

Constable Precinct No. 2- LBSP FY15 (1284):
1. Authorization and approval to apply for the Local Border Security Program (LBSP) FY15 grant with Texas Homeland Security State Administrative Agency (THSSAA), Texas Department of Public Safety.
2. Authorization for County Judge, as authorized official, to sign required documents.

BACKGROUND

Grant will be administered by the Texas Homeland Security State Administrative Agency (THSSAA). The period of performance is 02/01/2015 - 08/31/2015. The proposed budget includes overtime, FICA, retirement, unemployment compensation and workers compensation, mileage reimbursement and operational expenses.

Copy of application and pertinent backup will be submitted on Monday, 12/015/14.

Fiscal Impact

FISCAL YEAR: SEE BELOW **ACCT. #:** SEE BELOW

FUNDS AVAILABLE Y/N?: N/A **MATCHING FUNDS Y/N?:** NO

BUDGETARY IMPACT:

County fiscal/calendar year: 5
Grant fiscal year: 15
Account fiscal year: 5
Grant period: February 1, 2015 through August 31, 2015

Approval to apply...

EXPENDITURE ACCOUNT: 5-1284-421-00-292-080-5-XXX CONST PCT2 LBSP

REVENUE ACCOUNT: 5-1284-334-10-292-080-5-000 CONST PCT2 LBSP-REVENUES

No Matching Funds Required.

The LBSP grant will only cover Overtime, FICA, Retirement, Unemployment Compensation, and Worker's
Compensation fringe benefits. All other fringe benefits will be reclassified to the Constable Precinct No. 2
general fund account (5-1100-421-00-292-001-0-XXX).

Attachments

BACKUP

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/12/2014 04:58 PM
Rosalinda Cantu	Rosie Cantu	12/12/2014 05:20 PM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM

Form Started By: Armando Campos Started On: 12/12/2014 03:41 PM

Final Approval Date: 12/12/2014

LBSP FORM APP-1
APPLICATION FOR STATE ASSISTANCE

1. LEGAL NAME OF APPLICANT ORGANIZATION: (Name of City, County or Tribe)	Hidalgo County Constable Pct. 2 Martin N. Cantu
2. ORGANIZATION MAILING ADDRESS:	300 W. Hall Acres Rd. Ste. E Pharr, Texas 78577
3. ORGANIZATION PHYSICAL ADDRESS: (If different from Mailing Address)	
4. DEPARTMENT (that will conduct grant activities):	Hidalgo County Constable Pct. 2
5. COUNTY (where jurisdiction is located):	Hidalgo County
6. APPLICANT TYPE:	☐City Government ☒County Government ☐Tribal Government
7. NAME OF GRANT/ASSISTANCE PROGRAM:	**Local Border Security Grant Program (LBSP-15)**
8. PERIOD OF PERFORMANCE :	**February 1, 2015 through August 31, 2015**
9. PAYMENT TYPE:	☒Reimbursement ☐One-Time Advance Payment
10. EMPLOYER IDENTIFICATION # / TAX ID #:	746000717
11. DUNS # (optional):	103110834
12. TOTAL AMOUNT REQUESTED:	$45,051.67

CERTIFICATION

By signing this document, I certify that to the best of my knowledge and belief this application and its attachments are true and correct and that I have the legal authority to apply for State assistance. I also understand that this serves as a request for consideration for grant funding and that applying does not guarantee an award will be received. This Application, together with the Local Border Security Program FY2015 (LBSP-15) Grant Guidance and Application Kit, constitutes the work plan for the Applicant listed above. If funded the undersigned will be required to agree to and comply with all terms, conditions, and statements of work for the LBSP-15.

Typed Name of Authorized Official:	Ramon Garcia
Position Title (Mayor, Judge, City Manager):	County Judge
Original Signature of Authorized Official:	
Date Signed:	

Email* or Mail completed forms and application materials to:

SAA-LBSP@dps.texas.gov

Texas Homeland SecurityState AdministrativeAgency
ATTN: LBSP
1033 La Posada, Ste. 160, Austin, TX 78752

*Note: Email submission is preferred. Applications must be received by the THSSAA by **5PM CST on January 5, 2015**

LBSP FORM APP-2
DESIGNATION OF GRANT OFFICIALS

GRANT:	LOCAL BORDER SECURITY PROGRAM FY2015 (LBSP-15)

GRANT PERIOD:	February 1, 2015 – August 31, 2015

AGENCY NAME:	Hidalgo County Constable Precinct 2 Martin Cantu

Grant Performance Officer	**(This is typically an Officer or Deputy)**
Name	Armando Campos
Title	Chief Deputy
Daytime Phone Number	(956) 784-3510
E-mail Address	armando.campos@co.hidalgo.tx.us

Grant Financial Officer	**(This is typically your CFO or County Auditor)**
Name	Raymundo Eufracio
Title	Hidalgo County Auditor
Daytime Phone Number	**(956) 318-2511**
E-mail Address	ray.eufracio@auditor.co.hidalgo.tx.us

***Note:** If someone else is authorized to submit Financial Reports for the Jurisdiction, a letter from the Authorized Official indicating such Signature Delegation should be attached with this Form.

Authorized Official	**(This must be the County Judge, Mayor, or City Manager*)**
Name	Ramon Garcia
Title	Hidalgo County Judge
Daytime Phone Number	(956) 318-2600
E-mail Address	countyjudge@co.hidalgo.tx.us

***Note:** If someone else is authorized to apply for and accept grant funds for the Jurisdiction, a letter from the governing body indicating such Signature Delegation should be attached with this Form.

Designation Approval	
Signature of Authorized Official:	
DATE SIGNED (DESIGNATION DATE):	

If at any point during the grant period these POCs change, make necessary changes and resubmit this form immediately to SAA-LBSP@dps.texas.gov.

LBSP FORM APP-3

Project and Budget Narrative for LBSP-15

1. **Jurisdiction Name** (List the City or County that is applying for this Grant)

Hidalgo County

2. **Department Name** (List the Department(s) or Division(s) within the City or County that will be conducting LBSP Grant activities)

Hidalgo County Constable Pct. 2

3. **Law Enforcement Agency Sworn Force Information:**

A. Provide the Fiscal Year Budgeted Sworn Force Strength for the current fiscal year (FY 2015)

12

Note: The Budgeted Sworn Force Strength is the number of sworn officer/deputy positions funded in your agency's budget, including funded but frozen positions, and/or locally funded vacancies. Do not include unfunded vacancies or unpaid/reserve officers.

B. Of the number of sworn positions (officers/deputies) funded in your agency's budget, how many will be available to work LBSP-15 operations?

10

4. **Project Description:** Please provide a concise description of how you plan to use the funds to ensure that activities will achieve the State Objectives listed on page 5 of the LBSP-15 Grant Guidance. [250 words or less]

The Hidalgo County Pct. 2 Constable's Office shall assist in the execution of coordinated border security operations and facilitate sustained interagency law enforcement activities in conjunction with Federal, Local, and Tribal agencies, in order to:

a. Increase the effectiveness and impact of Steady State and Surge Operations.

b. Reduce border-related criminal activity in Texas.

c. Implement and increase the effectiveness of operational methods, measures, and techniques for outbound/southbound operations.

d. Decrease the supply of drugs smuggled into and through Texas from Mexico.

e. Disrupt and deter operations of gang and cartel criminal organizations.

f. Decrease specifically targeted tactics (such as conveyance methods) for drugs in the Texas border region.

g. Decrease use of specific areas for crime as targeted in directed action missions.

h. Increase the effectiveness of air operations mission planning and prioritization.

i. Increase the coordination and integration of air-ground team operations to include Texas Military Forces (TMF) aviation, United States Customs and Border Patrol (USCBP) Air and Marine, TXDPS Aircraft Division, and United States Coast Guard (USCG) aviation support.

j. Increase the effectiveness of directed action missions based upon intelligence and analysis to ensure they target against the most serious threats and are conducted in high pay off areas.

k. Increase the number and quality of analytical intelligence products developed at the UC and state levels.

l. Increase intelligence based operations at the UC level through integration of TxMap, sector specific information, and intelligence analysis.

5. Budget:

Category	Amount Requested (Total for Entire Grant Period)
A. Personnel – OT for Officers/Deputies	35,643.67
A. Personnel – OT for Law Enforcement Support Personnel	0
B. Travel	0
C. Operational – Mileage	9,408.00
C. Operational – Fuel	0
C. Operational – Other	0
TOTAL	45,051.67

Budget Narrative: All LBSP-15 Applicants will provide a Budget Narrative that (a) describes each item included in the Budget and (b) explains how each item, or group of items, supports the project's goals and objectives.

A. Personnel Narrative:

1) What is the total number of officersper month that are anticipated to work LBSP?

10

2) What is the total number of overtime hoursper month that are anticipated to be worked in support of LBSP?

160 hrs. Respectively.

3) Are funds being requested for Law Enforcement Support Personnel?
(Cannot Exceed 5% of total amount requested or $5,000 whichever is less)

YES	
NO	XX

If yes, provide explanation and justification

N/A

4) Will overtime for any Exempt Personnel be paid with LBSP funds?

YES	
NO	XX

If yes, provide explanation and justification (See requirements listed in Section 2, Part C)

N/A

5) Personnel Narrative [100 words or less]:

10 Hidalgo County Precinct 2 Constable's Office Deputies will work collaboratively in covert and/or overt operation (s) with local, state and federal law enforcement agencies. By developing, processing and sharing intelligence data, utilizing inter-agency communications mechanisms and/or reacting to corroborated intelligence disseminated by the JOIC, will enable and prepare participating agencies to be vigilant, react and be proactive towards the criminal element. This strategic approach will enable us to respond accordingly, prepare to identify problematic areas, shift manpower and resources to gain control and/or dismantle the threat.

B. Travel/Per Diem Narrative [100 words or less]:

N/A

C. Operating Costs Narrative [100 words or less]:

The Hidalgo County Precinct 2 Constable's Office Deputies will be actively working 8 to 10 hrs. daily, this will approximately have a conservative financial impact of $ 300.00 to $ 340.00 per deputy, per shift worked depending on what deputy works. Deputies will tour through out their shift an approximate of 150 to 180 miles throughout their assigned shift and designated areas, for an approximate conservative financial impact of $40.00 to $50.00 in fuel expenditures per shift.

6. **Project Summary:** Please provide a **brief** summary of how your agency proposes to use the LBSP-15 Grant funds. Be sure to provide a description of how you expect this Grant to enhance border security operations in your agency's Area of Responsibility (AOR). The Project Summary may be used to keep the Texas Legislature or other State executive branch agencies informed on law enforcement strategies to enhance border security and deter crime in your community. **[100 words or less]**

The Hidalgo County Pct 2 Constable's Office Deputies will conduct high visibility law enforcement presence while patrolling on the north, south, east and west bound major highways, farm to market roads and on ingress/egress routes along the U.S./Mexico international boundaries with direct plan of action to apprehend, identify, disrupt and/or dismantle the criminal element from engaging and/or furthering their criminal activity into U.S. soil.

LBSP FORM APP-4

State of Texas Assurances and Certifications

State Uniform Administrative Requirement for Grants and Cooperative Agreements, Subpart B, §_.14

Note: Certain of these assurances may not be applicable to your program. If you have any questions, please contact the awarding agency.

NAME OF APPLICANT	GRANT PROGRAM
Hidalgo County Constable Pct. 2	Local Border Security Program FY 2015 (LBSP-15)

This form includes Assurances and Certifications that must be read, signed, and submitted as a part of the Application for State Assistance.

As the duly authorized representative of the Applicant, I hereby certify that the Applicant shall comply with the Assurances and Certifications below.

Ramon Garcia	County Judge
Typed Name of Authorized Official	Title
Signature of Authorized Official	Date Signed

ASSURANCES

(1)RELATIVES. The Grantee shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Grantee's governing body or of the Grantee's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition will not prohibit the employment of a person, who has been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

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(7)ADMINISTRATION. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local recipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met.

(8) SUSPECTED CHILD ABUSE. The Grantee shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. The Grantee shall ensure that all program personnel are properly trained and aware of this requirement.

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(10)COMPLIANCE WITH REQUIREMENTS. The Grantee shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this Grant.

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(12)HIV/AIDS. The Grantee shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, *et seq.*

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(14) RECORDS. The Grantee shall give the awarding agency, the State Comptroller, and if applicable, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Grant; and shall establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

(15) PERSONAL GAIN. The Grantee shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal gain.

(16) COMPLETION. The Grantee shall initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

CERTIFICATIONS

1. **DRUG-FREE WORKPLACE** - The Grantee certifies that it shall provide a drug-free workplace by:
   A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
   B. Establish a drug-free awareness program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the Grantee's policy of maintaining a drug-free workplace;
      iii. any available drug counseling, rehabilitation, and employee assistance programs; and
      iv. the penalties that may be imposed upon employees for drug abuse violations.
   C. Making it a requirement that each employee to be engaged in the performance of this Grant be given a copy of the statement required by paragraph (A).
   D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under this Grant, the employee shall:
      i. abide by the terms of the statement; and
      ii. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) calendar days after such conviction.
   E. Notifying the THSSAA within ten (10) calendar days after receiving notice under subparagraph (D)(ii) from an employee or otherwise receiving actual notice of such conviction.
   F. Taking one of the following actions with respect to any employee who is so convicted:
      i. taking appropriate personnel action against such an employee, up to and including termination; or
      ii. requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
   G. Making a good faith effort to continue to maintain a drug-free workplace through the implementation of paragraphs (A), (B), (C), (D), (E), and (F).

2. **LOBBYING – The Grantee certifies that:**
   A. It will not use grant funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government.
   B. If any non-grant funds have been or will be used in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, it shall notify the THSSAA to obtain the appropriate disclosure form.
   C. It shall include the language of paragraphs A and B of this section in the award documents for all sub-awards at all tiers and will require all sub-recipients to certify accordingly.

FINANCIAL COST ESTIMATE (OPTIONAL)

1. NAME OF PROGRAM / ASSISTANCE:	Local Border Security Program FY 2015
2. APPLICANT NAME:	Hidalgo County Costable Pct. 2

3. ESTIMATED MONTHLY EXPENSES:

a. Personnel Estimate

Position	Number of Personnel	Hourly Rate	Overtime Rate (Time and 1/2)	Number of O/T Hours per Person per Day	Number of Days	Salary	FICA 7.65%	Total Salary & Fringe
Sr. Deputy	1	$22.94	$34.41	5	4	$688.20	$52.65	$740.85
Sr. Deputy	1	$20.69	$31.04	5	4	$620.70	$47.48	$668.18
Deputy Cons	3	$19.47	$29.21	5	4	$1,752.30	$134.05	$1,886.35
Deputy Cons	2	$18.81	$28.22	5	4	$1,128.60	$86.34	$1,214.94
Deputy Cons	1	$18.01	$27.02	5	4	$540.30	$41.33	$581.63
			$0.00			$0.00	$0.00	$0.00
							Total Personnel Estimates	**$5,091.95**

b. Travel & Per Diem Estimate

Position	Number of Personnel	Commercial Travel Costs	Mileage from / to County	Estimated Ave. Daily Miles	Number of Days	Total Mileage Cost	Hotel Rate $85 Maximum	Hotel Tax Rate	Meals $36 Maximum	Travel Totals
						$0.00		$0.00		$0.00
						$0.00		$0.00		$0.00
									Total Travel & Per Diem Estimate	$0.00

c. Operational Cost Estimate

	Number of Cars	Number of Miles per Car	Number of Days	Rate per Mile	Subtotal
Mileage	6	80	5	$0.560	**$1,344.00**
Fuel Costs					
Other Costs					
				Total Operational Cost Estimate	**$1,344.00**

*NOTE: Estimate either for fuel or mileage, not both.

FILL IN SHADED FIELDS ONLY

4. NUMBER OF MONTHS IN THE GRANT PERIOD: 7

5. ARE YOU PAID MONTHLY OR BI-MONTHLY: Bi-monthly

6. INDICATE THE NUMBER OF HOURS IN YOUR PAY PERIOD: 80

7. TOTAL AMOUNT OF APPLICATION

	Total Grant
a. Personnel Estimate	$35,643.67
b. Travel & Per Diem Estimate	$0.00
c. Operational Cost Estimate	$9,408.00
Total Expenses	**$45,051.67**

8. TYPE OF PAYMENT YOU PREFER: (check one)

Reimbursement ☐ ONE TIME Advance Payment Request ☐

AI -47551 **Constables** **8. D.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Raquel Ramos, CONSTABLE PCT. #3

Department: CONSTABLE PCT. #3

Information

CAPTION

Constable Precinct No. 3 - LBSP FY15 (1284):
1. Authorization and approval to apply for the Local Border Security Program (LBSP) FY15 grant with the Texas Homeland Security State Administrative Agency (THSSAA), Texas Department of Public Safety.
2. Authorization for County Judge, as authorized official, to sign required documents.

BACKGROUND

Grant will be administered by the Texas Homeland Security State Administrative Agency (THSSAA). The period of performance is February 1, 2015 thru August 31, 2015.

The proposed budget includes Overtime, FICA, Retirement, Unemployment Compensation, and Worker's Compensation fringe benefits

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Fiscal Impact

FISCAL YEAR: SEE BELOW **ACCT. #:** SEE BELOW

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

BUDGETARY IMPACT:

County fiscal/calendar year: 5
Grant fiscal year: 15
Account fiscal year: 5
Grant period: February 1, 2015 through August 31, 2015

Approval to apply...

EXPENDITURE ACCOUNT: 5-1284-421-00-293-080-5-XXX CONST PCT3

LBSP

REVENUE ACCOUNT: 5-1284-334-10-293-080-5-000 CONST PCT3 LBSP-REVENUES

No Matching Funds Required

The LBSP grant will only cover Overtime, FICA, Retirement, Unemployment Compensation, and Worker's Compensation fringe benefits. All other fringe benefits will be reclassified to the Constable Precinct No. 3 general fund account (5-1100-421-00-293-001-0-XXX).

Attachments

1
2
3
application
5

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/04/2014 08:41 AM
Rosalinda Cantu	Rosie Cantu	12/09/2014 10:13 AM
Manuel Chapa	Manuel Chapa	12/09/2014 04:15 PM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Raquel Ramos		Started On: 11/24/2014 04:16 PM
Final Approval Date: 12/12/2014		

FINANCIAL COST ESTIMATE (OPTIONAL)

1. NAME OF PROGRAM / ASSISTANCE: Local Border Security Program FY 2015

2. APPLICANT NAME: **Hidalgo County Pct 3 Constable Department**

3. ESTIMATED MONTHLY EXPENSES:

a. Personnel Estimate

Position	Number of Personnel	Hourly Rate	Overtime Rate (Time and 1/2)	Number of O/T Hours per Person per Day	Number of Days	Salary	FICA 7.65%	Retirement 10.63%	Unemployment Comp 0.60%	W/C 3.12%	Total Salary & Fringe
Sgt II	1	$23.57	$35.36	4	6	$848.52	$64.91	$90.20	$5.09	$26.47	$1,035.19
Sr Deputy	3	$22.95	$34.43	4	6	$2,478.60	$189.61	$263.48	$14.87	$77.33	$3,023.89
Sr Deputy	2	$21.43	$32.15	4	6	$1,542.96	$118.04	$164.02	$9.26	$48.14	$1,882.41
Sr Deputy	1	$20.70	$31.05	4	6	$745.20	$57.01	$79.21	$4.47	$23.25	$909.14
Deputy	5	$19.48	$29.22	4	6	$3,506.40	$268.24	$372.73	$21.04	$109.40	$4,277.81
			$0.00			$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
									Total Personnel Estimates		**$11,128.45**

b. Travel & Per Diem Estimate

Position	Number of Personnel	Commercial Travel Costs	Mileage from / to County	Estimated Ave. Daily Miles	Number of Days	Total Mileage Cost	Hotel Rate $85 Maximum	Hotel Tax Rate	Meals $36 Maximum	Travel Totals
						$0.00		$0.00		$0.00
						$0.00		$0.00		$0.00
									Total Travel & Per Diem Estimate	$0.00

c. Operational Cost Estimate

	Number of Cars	Number of Miles per Car	Number of Days	Rate per Mile	Subtotal
Mileage	12	80	10	$0.560	**$5,376.00**
Fuel Costs					
Other Costs					
			Total Operational Cost Estimate		**$5,376.00**

*NOTE: Estimate either for fuel or mileage, not both.

FILL IN SHADED FIELDS ONLY

4. NUMBER OF MONTHS IN THE GRANT PERIOD: 7

5. ARE YOU PAID MONTHLY OR BI-MONTHLY: BI-MONTHLY

6. INDICATE THE NUMBER OF HOURS IN YOUR PAY PERIOD: 80

7. TOTAL AMOUNT OF APPLICATION

	Total Grant
a. Personnel Estimate	$77,899.15
b. Travel & Per Diem Estimate	$0.00
c. Operational Cost Estimate	$37,632.00
Total Expenses	**$115,531.15**

8. TYPE OF PAYMENT YOU PREFER: (check one)

Reimbursement: X

ONE TIME Advance Payment Request:

LBSP FORM APP-3

Project and Budget Narrative for LBSP-15

1. **Jurisdiction Name** (List the City or County that is applying for this Grant)

Hidalgo County

2. **Department Name** (List the Department(s) or Division(s) within the City or County that will be conducting LBSP Grant activities)

Hidalgo County Pct 3 Constable Department

3. **Law Enforcement Agency Sworn Force Information:**

A. Provide the Fiscal Year Budgeted Sworn Force Strength for the current fiscal year (FY 2015)

18

Note: The Budgeted Sworn Force Strength is the number of sworn officer/deputy positions funded in your agency's budget, including funded but frozen positions, and/or locally funded vacancies. Do not include unfunded vacancies or unpaid/reserve officers.

B. Of the number of sworn positions (officers/deputies) funded in your agency's budget, how many will be available to work LBSP-15 operations?

18

4. **Project Description:** Please provide a concise description of how you plan to use the funds to ensure that activities will achieve the State Objectives listed on page 5 of the LBSP-15 Grant Guidance. [250 words or less]

The Hidalgo County Pct 3 Constable Department will actively conduct Steady State, Enhanced and Directed law enforcement patrol activities. The Pct 3 Constable will dedicate patrol deputies to the area of responsibility (AOR) which includes but is not limited to:

- **Approximately 25 miles of US / Mexico border separated by the Rio Grande River.**
- **Anzaldua's Park (Hidalgo County Park System) which has been a targeted area for human / drug smuggling and criminal activities. The Texas DPS Marine units and Texas Military Forces are currently launching from the park.**
- **The western AOR border of Hidalgo / Starr County, which has been historically designated as source location of human / drug smuggling and other criminal activities. There are numerous common corridors in the populated areas, but also include numerous isolated corridors in the rural ranch land areas.**

The Pct 3 Constable Dept. will also:

- **Coordinate / Participate with additional law enforcement agencies pertaining to Directed Action / Surge Operations, and Initiatives.**
- **Conduct periodic outbound inspections in conjunction with US Customs and Border Protection (CBP) at Port of Entry (POE) within AOR.**
- **Respond to service calls of border violence.**
- **Implement operational areas based on intelligence reports decimated by the RGV JOIC**
- **Submit regular intelligence / after action reports (BIARs) to the RGV JOIC**

5. Budget:

Category	Amount Requested (Total for Entire Grant Period)
A. Personnel – OT for Officers/Deputies	$77,899.15
A. Personnel – OT for Law Enforcement Support Personnel	0
B. Travel	0
C. Operational - Mileage	37,632.00
C. Operational - Fuel	0
C. Operational - Other	
TOTAL	$115,531.15

Budget Narrative: All LBSP-15 Applicants will provide a Budget Narrative that (a) describes each item included in the Budget and (b) explains how each item, or group of items, supports the project's goals and objectives.

A. Personnel Narrative:

1) What is the total number of officers per month that are anticipated to work LBSP?

12

2) What is the total number of overtime hours per month that are anticipated to be worked in support of LBSP?

283

3) Are funds being requested for Law Enforcement Support Personnel?
(Cannot Exceed 5% of total amount requested or $5,000 whichever is less)

YES	
NO	XX

If yes, provide explanation and justification

N/A

4) Will overtime for any Exempt Personnel be paid with LBSP funds?

YES	
NO	XX

If yes, provide explanation and justification (See requirements listed in Section 2, Part C)

N/A

5) Personnel Narrative [100 words or less]:

One (1) Patrol Sergeant

Eleven (11) Patrol Deputies

All assigned to individual patrol ready marked units.

B. Travel/Per Diem Narrative [100 words or less]:

N/A

C. Operating Costs Narrative [100 words or less]:

Mileage for marked patrol vehicles at the State rate will be submitted at the time the cost is incurred. No other expenses will be submitted. All vehicle repair expenses will be encumbered by the Hidalgo County Pct 3 Constable Department.

6. Project Summary: Please provide a **brief** summary of how your agency proposes to use the LBSP-15 Grant funds. Be sure to provide a description of how you expect this Grant to enhance border security operations in your agency's Area of Responsibility (AOR). The Project Summary may be used to keep the Texas Legislature or other State executive branch agencies informed on law enforcement strategies to enhance border security and deter crime in your community. **[100 words or less]**

The Hidalgo County Pct 3 Constable Department will actively dedicate patrol deputies to conduct Enhanced and Directed law enforcement patrol activities in the AOR which includes but not limited to * Approximately 25 miles of US / Mexico border, * Anzaldua's Park - a targeted area by human / drug smugglers and criminal activities and most recently a target of the illegal alien surge, * The county line of Hidalgo / Starr County (source county) for human / drug smuggling and other criminal activities. There are numerous common corridors in the populated areas, but also include numerous isolated corridors in the rural ranch land areas. Criminal arrests and apprehensions are anticipated and prosecution cases will be filed by the Pct 3 Constable Department. After action reports and intelligence will be submitted to the RGV JOIC..

LBSP FORM APP-4

State of Texas Assurances and Certifications

State Uniform Administrative Requirement for Grants and Cooperative Agreements, Subpart B, §_.14

Note: Certain of these assurances may not be applicable to your program. If you have any questions, please contact the awarding agency.

NAME OF APPLICANT	GRANT PROGRAM
Hidalgo County Pct 3 Constable Dept.	Local Border Security Program FY 2015 (LBSP-15)

This form includes Assurances and Certifications that must be read, signed, and submitted as a part of the Application for State Assistance.

As the duly authorized representative of the Applicant, I hereby certify that the Applicant shall comply with the Assurances and Certifications below.

Ramon Garcia	**County Judge – Hidalgo County**
Typed Name of Authorized Official	Title
Signature of Authorized Official	Date Signed

ASSURANCES

(1) RELATIVES. The Grantee shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Grantee's governing body or of the Grantee's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition will not prohibit the employment of a person, who has been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

(2) PUBLIC INFORMATION. The Grantee shall insure that all information collected, assembled, or maintained by the Grantee relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.

(3) OPEN MEETINGS. The Grantee shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

(4) CHILD SUPPORT PAYMENTS. The Grantee shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.

(5) HEALTH, HUMAN SERVICES, PUBLIC SAFETY OR LAW ENFORCEMENT AGENCY. If the Grantee is a health, human services, public safety, or law enforcement agency, it will not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.

(6) LAW ENFORCEMENT AGENCY. If the Grantee is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701, it shall be in compliance with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code or shall provide the THSSAA with a certification from the Texas Commission on Law Enforcement that the Grantee is in the process of achieving compliance with such rules.

(7) ADMINISTRATION. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local recipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met.

(8) SUSPECTED CHILD ABUSE. The Grantee shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. The Grantee shall ensure that all program personnel are properly trained and aware of this requirement.

(9) TAXES. The Grantee shall comply with all federal tax laws and is solely responsible for filing all required state and federal tax forms.

(10) COMPLIANCE WITH REQUIREMENTS. The Grantee shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this Grant.

(11) INELIGIBLE APPLICANTS. The Grantee certifies that it and its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at http://www.sam.gov.

(12) HIV/AIDS. The Grantee shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, *et seq*.

(13) LEGAL AUTHORITY. The Grantee certifies that it has the legal authority to apply for State assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-state share of project costs) to ensure proper planning, management and completion of this Grant.

(14) RECORDS. The Grantee shall give the awarding agency, the State Comptroller, and if applicable, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Grant; and shall establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

(15) PERSONAL GAIN. The Grantee shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal gain.

(16) COMPLETION. The Grantee shall initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

CERTIFICATIONS

1. **DRUG-FREE WORKPLACE** - The Grantee certifies that it shall provide a drug-free workplace by:
   A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
   B. Establish a drug-free awareness program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the Grantee's policy of maintaining a drug-free workplace;
      iii. any available drug counseling, rehabilitation, and employee assistance programs; and
      iv. the penalties that may be imposed upon employees for drug abuse violations.
   C. Making it a requirement that each employee to be engaged in the performance of this Grant be given a copy of the statement required by paragraph (A).
   D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under this Grant, the employee shall:
      i. abide by the terms of the statement; and
      ii. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) calendar days after such conviction.
   E. Notifying the THSSAA within ten (10) calendar days after receiving notice under subparagraph (D)(ii) from an employee or otherwise receiving actual notice of such conviction.
   F. Taking one of the following actions with respect to any employee who is so convicted:
      i. taking appropriate personnel action against such an employee, up to and including termination; or
      ii. requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
   G. Making a good faith effort to continue to maintain a drug-free workplace through the implementation of paragraphs (A), (B), (C), (D), (E), and (F).

2. **LOBBYING – The Grantee certifies that:**
   A. It will not use grant funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government.
   B. If any non-grant funds have been or will be used in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, it shall notify the THSSAA to obtain the appropriate disclosure form.
   C. It shall include the language of paragraphs A and B of this section in the award documents for all sub-awards at all tiers and will require all sub-recipients to certify accordingly.

LBSP FORM APP-1
APPLICATION FOR STATE ASSISTANCE

1. LEGAL NAME OF APPLICANT ORGANIZATION: (Name of City, County or Tribe)	**Hidalgo County**
2. ORGANIZATION MAILING ADDRESS:	**730 North Breyfogle Road Ste B Mission, Texas 78574**
3. ORGANIZATION PHYSICAL ADDRESS: (If different from Mailing Address)	**S.A.A.**
4. DEPARTMENT (that will conduct grant activities)**:**	**Hidalgo County Pct 3 Constable Department**
5. COUNTY (where jurisdiction is located)**:**	**Hidalgo County**
6. APPLICANT TYPE:	☐ City Government ☒ County Government ☐ Tribal Government
7. NAME OF GRANT/ASSISTANCE PROGRAM:	**Local Border Security Grant Program (LBSP-15)**
8. PERIOD OF PERFORMANCE :	**February 1, 2015 through August 31, 2015**
9. PAYMENT TYPE:	☒ **Reimbursement** ☐ One-Time Advance Payment
10. EMPLOYER IDENTIFICATION # / TAX ID #:	**74-6000717**
11. DUNS # (optional):	
12. TOTAL AMOUNT REQUESTED:	**$116,531.15**

CERTIFICATION

By signing this document, I certify that to the best of my knowledge and belief this application and its attachments are true and correct and that I have the legal authority to apply for State assistance. I also understand that this serves as a request for consideration for grant funding and that applying does not guarantee an award will be received. This Application, together with the Local Border Security Program FY2015 (LBSP-15) Grant Guidance and Application Kit, constitutes the work plan for the Applicant listed above. If funded the undersigned will be required to agree to and comply with all terms, conditions, and statements of work for the LBSP-15.

Typed Name of Authorized Official:	**Ramon Garcia**
Position Title (Mayor, Judge, City Manager):	**County Judge – Hidalgo County**
Original Signature of Authorized Official:	
Date Signed:	

Email* or Mail completed forms and application materials to:

SAA-LBSP@dps.texas.gov

Texas Homeland Security State Administrative Agency
ATTN: LBSP
1033 La Posada, Ste. 160, Austin, TX 78752

*Note: Email submission is preferred. Applications must be received by the THSSAA by **5PM CST on January 5, 2015**

LBSP FORM APP-2
DESIGNATION OF GRANT OFFICIALS

GRANT:	**LOCAL BORDER SECURITY PROGRAM FY2015 (LBSP-15)**

GRANT PERIOD:	**February 1, 2015 – August 31, 2015**

AGENCY NAME:	**Hidalgo County Pct 3 Constable Department**

Grant Performance Officer	**(This is typically an Officer or Deputy)**
Name	**Dan Broyles**
Title	**Sergeant**
Daytime Phone Number	**956-581-6800**
E-mail Address	**dan.broyles@co.hidalgo.tx.us**

Grant Financial Officer	**(This is typically your CFO or County Auditor)**
Name	**Raymundo Eufracio CPA**
Title	**Auditor - Hidalgo County**
Daytime Phone Number	**956-318-2511**
E-mail Address	**ray.eufracio@auditor.co.hidalgo.tx**

*__Note:__ If someone else is authorized to submit Financial Reports for the Jurisdiction, a letter from the Authorized Official indicating such Signature Delegation should be attached with this Form.

Authorized Official	**(This must be the County Judge, Mayor, or City Manager*)**
Name	**Ramon Garcia**
Title	**County Judge – Hidalgo County**
Daytime Phone Number	**956-318-2600**
E-mail Address	**ramon.garcia@co.hidalgo.tx.us**

*__Note:__ If someone else is authorized to apply for and accept grant funds for the Jurisdiction, a letter from the governing body indicating such Signature Delegation should be attached with this Form.

Designation Approval	
Signature of Authorized Official:	
DATE SIGNED (DESIGNATION DATE):	
If at any point during the grant period these POCs change, make necessary changes and resubmit this form immediately to SAA-LBSP@dps.texas.gov.	

AI -47666 **Constables** **8. E.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted For: Constable Precinct No. 4- Gaitan

Submitted By: Nayla Munoz, CONSTABLE PCT. #4

Department: CONSTABLE PCT. #4

Information

CAPTION

Constable Precinct No. 4- LBSP FY15 (1284):
1. Authorization and approval to apply for the Local Border Security Program (LBSP) FY15 grant with Texas Homeland Security State Administrative Agency (THSSAA), Texas Department of Public Safety.
2. Authorization for County Judge, as authorized official, to sign required documents.

BACKGROUND

Grant will be administered by the Texas Homeland Security State Administrative Agency (THSSAA). The period of performance is 02/01/2015 - 08/31/2015. The proposed budget includes overtime and FICA fringe benefits ONLY, mileage reimbursement and operational expenses.

Fiscal Impact

FISCAL YEAR: SEE BELOW **ACCT. #:** SEE BELOW

FUNDS AVAILABLE Y/N?: N/A **MATCHING FUNDS Y/N?:** NO

BUDGETARY IMPACT:

County fiscal/calendar year: 5
Grant fiscal year: 15
Account fiscal year: 5
Grant period: February 1, 2015 through August 31, 2015

Approval to apply...

EXPENDITURE ACCOUNT: 5-1284-421-00-294-080-5-XXX CONST PCT4 LBSP

REVENUE ACCOUNT: 5-1284-334-10-294-080-5-000 CONST PCT4 LBSP-REVENUES

No Matching Funds Required.

The LBSP grant will only cover Overtime, FICA, Retirement, Unemployment Compensation, and Worker's
Compensation fringe benefits. All other fringe benefits will be reclassified to the Constable Precinct No. 4
general fund account (5-1100-421-00-294-001-0-XXX).

Attachments

Application2015

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/05/2014 08:46 AM
Rosalinda Cantu	Rosie Cantu	12/09/2014 10:27 AM
Manuel Chapa	Manuel Chapa	12/09/2014 03:55 PM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Nayla Munoz		Started On: 12/04/2014 04:13 PM
Final Approval Date: 12/12/2014		

LBSP FORM APP-1
APPLICATION FOR STATE ASSISTANCE

1. LEGAL NAME OF APPLICANT ORGANIZATION: (Name of City, County or Tribe)	HIDALGO COUNTY CONSTABLE PRECINCT 4
2. ORGANIZATION MAILING ADDRESS:	2814 SOUTH HIGHWAY 281 EDINBURG,TEXAS 78539
3. ORGANIZATION PHYSICAL ADDRESS: (If different from Mailing Address)	
4. DEPARTMENT (that will conduct grant activities):	HIDALGO COUNTY CONSTABLE PRECINCT 4
5. COUNTY (where jurisdiction is located):	HIDALGO COUNTY
6. APPLICANT TYPE:	☐City Government ☒County Government ☐Tribal Government
7. NAME OF GRANT/ASSISTANCE PROGRAM:	**Local Border Security Grant Program (LBSP-15)**
8. PERIOD OF PERFORMANCE :	**February 1, 2015 through August 31, 2015**
9. PAYMENT TYPE:	☒Reimbursement ☐One-Time Advance Payment
10. EMPLOYER IDENTIFICATION # / TAX ID #:	74-6000717
11. DUNS # (optional):	
12. TOTAL AMOUNT REQUESTED:	$87.100.56

CERTIFICATION

By signing this document, I certify that to the best of my knowledge and belief this application and its attachments are true and correct and that I have the legal authority to apply for State assistance. I also understand that this serves as a request for consideration for grant funding and that applying does not guarantee an award will be received. This Application, together with the Local Border Security Program FY2015 (LBSP-15) Grant Guidance and Application Kit, constitutes the work plan for the Applicant listed above. If funded the undersigned will be required to agree to and comply with all terms, conditions, and statements of work for the LBSP-15.

Typed Name of Authorized Official:	RAMON GARCIA
Position Title (Mayor, Judge, City Manager):	HIDALGO COUNTY JUDGE
Original Signature of Authorized Official:	
Date Signed:	

Email* or Mail completed forms and application materials to:

SAA-LBSP@dps.texas.gov

Texas Homeland Security State Administrative Agency
ATTN: LBSP
1033 La Posada, Ste. 160, Austin, TX 78752

*Note: Email submission is preferred. Applications must be received by the THSSAA by **5PM CST on January 5, 2015**

LBSP FORM APP-2
DESIGNATION OF GRANT OFFICIALS

GRANT:	**LOCAL BORDER SECURITY PROGRAM FY2015 (LBSP-15)**

GRANT PERIOD:	**February 1, 2015 – August 31, 2015**

AGENCY NAME:	HIDALGO COUNTY CONSTABLE PRECINCT 4

Grant Performance Officer	**(This is typically an Officer or Deputy)**
Name	ATANACIO "J.R" GAITAN
Title	CONSTABLE
Daytime Phone Number	956-383-8560
E-mail Address	ATANACIO.GAITAN@CO.HIDALGO.TX.US

Grant Financial Officer	**(This is typically your CFO or County Auditor)**
Name	RAY EUFRACIO
Title	HIDALGO COUNTY AUDITOR
Daytime Phone Number	**956-318-2511**
E-mail Address	RAY.EUFRACIO@AUDITOR.CO.HIDALGO.TX.US

***Note:** If someone else is authorized to submit Financial Reports for the Jurisdiction, a letter from the Authorized Official indicating such Signature Delegation should be attached with this Form.

Authorized Official	**(This must be the County Judge, Mayor, or City Manager*)**
Name	RAMON GARCIA
Title	HIDALGO COUNTY JUDGE
Daytime Phone Number	956-318-2600
E-mail Address	RAMON.GARCIA@CO.HIDALGO.TX.US

***Note:** If someone else is authorized to apply for and accept grant funds for the Jurisdiction, a letter from the governing body indicating such Signature Delegation should be attached with this Form.

Designation Approval	
Signature of Authorized Official:	
DATE SIGNED (DESIGNATION DATE):	

If at any point during the grant period these POCs change, make necessary changes and resubmit this form immediately to SAA-LBSP@dps.texas.gov.

LBSP FORM APP-3

Project and Budget Narrative for LBSP-15

1. **Jurisdiction Name** (List the City or County that is applying for this Grant)

HIDALGO COUNTY CONSTABLE PRECINCT 4

2. **Department Name** (List the Department(s) or Division(s) within the City or County that will be conducting LBSP Grant activities)

HIDALGO COUNTY

3. **Law Enforcement Agency Sworn Force Information:**

A. Provide the Fiscal Year Budgeted Sworn Force Strength for the current fiscal year (FY 2015)

17

Note: The Budgeted Sworn Force Strength is the number of sworn officer/deputy positions funded in your agency's budget, including funded but frozen positions, and/or locally funded vacancies. Do not include unfunded vacancies or unpaid/reserve officers.

B. Of the number of sworn positions (officers/deputies) funded in your agency's budget, how many will be available to work LBSP-15 operations?

12

4. **Project Description:** Please provide a concise description of how you plan to use the funds to ensure that activities will achieve the State Objectives listed on page 5 of the LBSP-15 Grant Guidance. [250 words or less]

Enhance uniformed patrol activities within Hidalgo County Pct 4. Increase patrol activities in rural areas / routes commonly used by border criminal elements and not normally addressed by other Law Enforcement agencies.
Continuation in multi law enforcement operations. Increased number of patrol units with designation of identification, apprehension and disruption of border criminal elements within Hidalgo County Pct. 4 and border criminal elements who utilize Hidalgo County Pct 4 to facilitate acts of narcotic smuggling, human smuggling and acts of border related violence. Maximize continued efforts with multi-agency intelligence while working operations in details with local state and federal law enforcement agencies within Hidalgo County Pot 4. Increased timely reports to JOIC, by BIARS and or by teleconference, based on but not limited to independent intelligence, enforcement actions, suspected smuggling routes.

Areas of Operation for BORDERSTAR
Hidalgo County East
US Hwy 281 to FM 493 on FM 2812 (west to east)
US Hwy 281 to FM 493 on FM 490 (west to east)
US Hwy 281 to FM 493 on SH 186 (west to east)
US Hwy 281 to Brushline Rd on Chapa Rd (west to east)
Brushline Rd to County Rd 10 on Captain Ken Baker Rd (west to east)
FM 2812 to SH 186 on US Hwy 281 north bound lanes (to County Line), Brushline Rd (to County Line Rd), and FM 493 (to County Line) (south to north)

Hidalgo County West
US Hwy 281 to Wallace Rd on FM 1925 (east to west)
US Hwy 281 to K Ranch Rd on FM 490 (east to west)
US Hwy 281 to Laguna Seca Rd on Laguna Seca Rd (east to west)
US Hwy 281 to FM 3250 on Miller Rd (east to west)
US Hwy 281 to FM 3250 on Floral Rd (east to west)
US Hwy 281 to FM 681 on FM 1017 (east to west)
FM 1925 to FM 1017 on US Hwy 281 south bound lane, Seminary Rd, Ware Rd, Wallace Rd, Laguna Seca Rd, and FM 3250. (south to north)

Budget:

Category	Amount Requested (Total for Entire Grant Period)
A. Personnel – OT for Officers/Deputies	59347.04
A. Personnel – OT for Law Enforcement Support Personnel	6249.52
B. Travel	0
C. Operational - Mileage	21,504.00
C. Operational - Fuel	0
C. Operational - Other	0
TOTAL	87100.56

Budget Narrative: All LBSP-15 Applicants will provide a Budget Narrative that (a) describes each item included in the Budget and (b) explains how each item, or group of items, supports the project's goals and objectives.

A. Personnel Narrative:

1) **What is the total number of officers per month that are anticipated to work LBSP?**

12

2) **What is the total number of overtime hours per month that are anticipated to be worked in support of LBSP?**

768

3) **Are funds being requested for Law Enforcement Support Personnel?**

(Cannot Exceed 5% of total amount requested or $5,000 whichever is less)

YES	x
NO	

If yes, provide explanation and justification

A communications officer is necessary to be able to provide the license plate return as requested by the deputy and to check out at all traffic stops with dispatch.

4) Will overtime for any Exempt Personnel be paid with LBSP funds?

YES	
NO	X

If yes, provide explanation and justification (See requirements listed in Section 2, Part C)

5) Personnel Narrative [100 words or less]:

12 Deputies will be working hours after regular day to enhance patrol and assist other local agencies. Deputies will help deter criminal activity in the Pct. 4 Mexican/American Border.

B. Travel/Per Diem Narrative [100 words or less]:

N/A

C. Operating Costs Narrative [100 words or less]:

The BORDERSTAR Operations will consist of working 12 Deputies every eight hours every Tuesday and Thursday of each week during the month. If and when the schedule needs to be changed due to Operational input from the JOIC it will be done.

6. **Project Summary:** Please provide a **brief** summary of how your agency proposes to use the LBSP-15 Grant funds. Be sure to provide a description of how you expect this Grant to enhance border security operations in your agency's Area of Responsibility (AOR). The Project Summary may be used to keep the Texas Legislature or other State executive branch agencies informed on law enforcement strategies to enhance border security and deter crime in your community. **[100 words or less]**

Enhance uniformed patrol activities within Hidalgo County Pct 4. Increase patrol activities in rural areas / routes commonly used by border criminal elements and not normally addressed by other Law Enforcement agencies.
Continuation in multi law enforcement operations.

LBSP FORM APP-4

State of Texas Assurances and Certifications

State Uniform Administrative Requirement for Grants and Cooperative Agreements, Subpart B, §_.14

Note: Certain of these assurances may not be applicable to your program. If you have any questions, please contact the awarding agency.

NAME OF APPLICANT	GRANT PROGRAM
HIDALGO COUNTY CONSTABLE PRECINCT 4	Local Border Security Program FY 2015 (LBSP-15)

This form includes Assurances and Certifications that must be read, signed, and submitted as a part of the Application for State Assistance.

As the duly authorized representative of the Applicant, I hereby certify that the Applicant shall comply with the Assurances and Certifications below.

RAMON GARCIA	HIDALGO COUNTY JUDGE
Typed Name of Authorized Official	Title
Signature of Authorized Official	Date Signed

ASSURANCES

(1) RELATIVES. The Grantee shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Grantee's governing body or of the Grantee's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition will not prohibit the employment of a person, who has been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

(2) PUBLIC INFORMATION. The Grantee shall insure that all information collected, assembled, or maintained by the Grantee relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.

(3) OPEN MEETINGS. The Grantee shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

(4) CHILD SUPPORT PAYMENTS. The Grantee shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.

(5) HEALTH, HUMAN SERVICES, PUBLIC SAFETY OR LAW ENFORCEMENT AGENCY. If the Grantee is a health, human services, public safety, or law enforcement agency, it will not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.

(6) LAW ENFORCEMENT AGENCY. If the Grantee is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701, it shall be in compliance with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code or shall provide the THSSAA with a certification from the Texas Commission on Law Enforcement that the Grantee is in the process of achieving compliance with such rules.

(7) ADMINISTRATION. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local recipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met.

(8) SUSPECTED CHILD ABUSE. The Grantee shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. The Grantee shall ensure that all program personnel are properly trained and aware of this requirement.

(9) TAXES. The Grantee shall comply with all federal tax laws and is solely responsible for filing all required state and federal tax forms.

(10) COMPLIANCE WITH REQUIREMENTS. The Grantee shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this Grant.

(11) INELIGIBLE APPLICANTS. The Grantee certifies that it and its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at http://www.sam.gov.

(12) HIV/AIDS. The Grantee shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, *et seq.*

(13) LEGAL AUTHORITY. The Grantee certifies that it has the legal authority to apply for State assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-state share of project costs) to ensure proper planning, management and completion of this Grant.

(14) RECORDS. The Grantee shall give the awarding agency, the State Comptroller, and if applicable, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Grant; and shall establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

(15) PERSONAL GAIN. The Grantee shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal gain.

(16) COMPLETION. The Grantee shall initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

CERTIFICATIONS

1. **DRUG-FREE WORKPLACE** - The Grantee certifies that it shall provide a drug-free workplace by:
   A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
   B. Establish a drug-free awareness program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the Grantee's policy of maintaining a drug-free workplace;
      iii. any available drug counseling, rehabilitation, and employee assistance programs; and
      iv. the penalties that may be imposed upon employees for drug abuse violations.
   C. Making it a requirement that each employee to be engaged in the performance of this Grant be given a copy of the statement required by paragraph (A).
   D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under this Grant, the employee shall:
      i. abide by the terms of the statement; and
      ii. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) calendar days after such conviction.
   E. Notifying the THSSAA within ten (10) calendar days after receiving notice under subparagraph (D)(ii) from an employee or otherwise receiving actual notice of such conviction.
   F. Taking one of the following actions with respect to any employee who is so convicted:
      i. taking appropriate personnel action against such an employee, up to and including termination; or
      ii. requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
   G. Making a good faith effort to continue to maintain a drug-free workplace through the implementation of paragraphs (A), (B), (C), (D), (E), and (F).

2. **LOBBYING – The Grantee certifies that:**
   A. It will not use grant funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government.
   B. If any non-grant funds have been or will be used in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, it shall notify the THSSAA to obtain the appropriate disclosure form.
   C. It shall include the language of paragraphs A and B of this section in the award documents for all sub-awards at all tiers and will require all sub-recipients to certify accordingly.

FINANCIAL COST ESTIMATE (OPTIONAL)

1. NAME OF PROGRAM / ASSISTANCE:	Local Border Security Program FY 2015
2. APPLICANT NAME:	HIDALGO COUNTY CONSTABLE PRECINCT 4

3. ESTIMATED MONTHLY EXPENSES:

a. Personnel Estimate

Position	Number of Personnel	Hourly Rate	Overtime Rate (Time and 1/2)	Number of O/T Hours per Person per Day	Number of Days	Salary	FRINGES 22.00%	Total Salary & Fringe
SGT IV	1	$25.24	$37.86	8	2	$605.76	$133.27	$739.03
SGT I	1	$22.77	$34.16	8	2	$546.56	$120.24	$666.80
SR. DEP III	2	$22.17	$33.26	8	2	$1,064.32	$234.15	$1,298.47
SR. DEP II	3	$21.42	$32.13	8	2	$1,542.24	$339.29	$1,881.53
DEP II	4	$19.48	$29.22	8	2	$1,870.08	$411.42	$2,281.50
DEP II	1	$18.82	$28.23	8	2	$451.68	$99.37	$551.05
COMM OFF	1	$13.86	$20.79	8	2	$332.64	$73.18	$405.82
COMM OFF	1	$12.82	$19.23	8	2	$307.68	$67.69	$375.37
							Total Personnel Estimates	**$8,199.57**

b. Travel & Per Diem Estimate

Position	Number of Personnel	Commercial Travel Costs	Mileage from / to County	Estimated Ave. Daily Miles	Number of Days	Total Mileage Cost	Hotel Rate $85 Maximum	Hotel Tax Rate	Meals $36 Maximum	Travel Totals
						$0.00		$0.00		$0.00
						$0.00		$0.00		$0.00
									Total Travel & Per Diem Estimate	$0.00

c. Operational Cost Estimate

	Number of Cars	Number of Miles per Car	Number of Days	Rate per Mile	Subtotal
Mileage	12	100	4	$0.560	$2,688.00
Fuel Costs					
Other Costs					
				Total Operational Cost Estimate	**$2,688.00**

*NOTE: Estimate either for fuel or mileage, not both.

FILL IN SHADED FIELDS ONLY

4. NUMBER OF MONTHS IN THE GRANT PERIOD: 8

5. ARE YOU PAID MONTHLY OR BI-MONTHLY: BI-MONTHLY

6. INDICATE THE NUMBER OF HOURS IN YOUR PAY PERIOD: 80

7. TOTAL AMOUNT OF APPLICATION

	Total Grant
a. Personnel Estimate	$65,596.56
b. Travel & Per Diem Estimate	$0.00
c. Operational Cost Estimate	$21,504.00
Total Expenses	**$87,100.56**

8. TYPE OF PAYMENT YOU PREFER: (check one)

Reimbursement	X	ONE TIME Advance Payment Request	

AI -47613 **Constables** **8. F.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Nayla Munoz, CONSTABLE PCT. #4

Department: CONSTABLE PCT. #4

Information

CAPTION

Constable Pct. #4:
Discussion, consideration, and approval for Hidalgo County Constable Pct. 4 continued participation in Texas 1033 Surplus Property Program.

BACKGROUND

It is the responsibility of the Constable Pct. 4 office (LEA) to maintain equipment and keep inventory of equipment acquired under the Texas 1033 Surplus Program, as per State guidelines from the TX DPS as well as federal guidelines from the Dept. of Defense (DoD).

Fiscal Impact

Attachments

1033 App

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/04/2014 08:50 AM
Obdett Calzada	Obdett Calzada	12/11/2014 02:54 PM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Nayla Munoz		Started On: 12/01/2014 02:56 PM
Final Approval Date: 12/12/2014		

TEXAS 1033 SURPLUS PROPERTY PROGRAM
APPLICATION LETTER

TO: Texas Department of Public Safety
ATTN: Texas 1033 Program
5805 N. Lamar Blvd.
BLDG G
Austin, TX 78752

AGENCY: Hidalgo County Constable Precinct 4

SUBJECT: Request Authorization for Screening and Receiving Surplus Property

1. Our Agency request that the personnel listed on the attached Law Enforcement Agency (LEA) Data Sheet be granted authorization to screen for and receive excess federal property as defined in the Defense Authorization Act, 1997, Public Law 104-181 Section 1033, Transfer of Excess Personal Property.

2. We, the undersigned, understand and agree that failure to comply with the terms of this application is in direct conflict with the intent of this program, and failure on our agency's part to abide by the terms and conditions of the Texas 1033 Program may result in termination from the program and other sanctions including civil or criminal prosecution.

3. We understand and agree that we are responsible for all transportation costs incident to the redistribution or collection of any transferred property. Transferred property must be removed from the Defense Reutilization and Marketing Offices (DRMO) within fourteen (14) days or sooner if so directed by the DRMO. Failure to claim and remove property may result in the redistribution of the property to another agency.

4. We understand and agree that this property is transferred from the Department of Defense (DoD). Transferred property must have a direct application to the LEA's street law enforcement, arrest and apprehension mission. Transferred property may not be disposed of, bartered or transferred without prior notification, written authorization and instructions from the Texas 1033 Program, including instances in which property is no longer serviceable for law enforcement use.

5. We understand and acknowledge that at no time can transferred aircraft or weapons be sold. Additionally, assigned aircraft or weapons cannot be disposed of, bartered or transferred without written consent from the Texas 1033 Program. Failure to comply will result in eternal termination from the program and possible civil or criminal prosecution.

6. We have read and understand, in its entirety, the Texas Military Surplus Property and Procurement Program booklet. We understand and agree to comply with the terms and conditions of the Texas 1033 Program and have signed the Release of Liability Statement.

7. We understand that the Federal Freedom of Information Act and the Texas Open Records Act apply to all property received under the Texas 1033 Program.

8. We understand and agree that our authorization to screen and receive property expires one year from the Law Enforcement Support Office (LESO) authorization letter date. We also understand that it is our responsibility to submit a new Texas 1033 Program application packet each year prior to the one year anniversary of our Authorization Letter and/or when there are administration changes and a new LEA Data Sheet when there are any personnel changes. Failure to comply may result in suspension from the program and possible termination.

9. We understand that the inventory form (TX 1033 Form A6) will be completed and maintained for all transferred property. Additionally, we acknowledge that the inventory form must be submitted annually with the application packet to maintain compliance with program policies. Failure to comply may result in suspension of the program and possible termination.

10. We understand that if a vehicle is obtained through the Texas 1033 Program, the LEA will forward photocopies of both (1) the United States Government Certificate to Obtain Title to a Vehicle (SF 97); and (2) the Texas Certificate of Title (Form 30-C) to the Texas 1033 Program Office within thirty (30) days of receipt.

AGENCY CHIEF EXECUTIVE OFFICIAL[1]:

Signature

12-1-14

Date

Atanacio "J.R." Gaitan, Constable

Name / Title

AUTHORIZED OFFICIAL[2]:

Signature

Date

Ramon Garcia, County Judge

Name / Title

[1] Agency Chief Executive Official — Chief of Police or County Sheriff

[2] Authorized Official — County Judge, Mayor, or City Manager/Administrator, University/College President or Director.

TEXAS 1033 SURPLUS PROPERTY PROGRAM
RELEASE OF LIABILITY

AGENCY: Hidalgo County Constable Precinct 4 Edinburg - Hidalgo , Texas
City / County

The Texas Law Enforcement Agency (LEA) designated above acknowledges receipt of excess property from the Department of Defense pursuant to Section 1033 of the National Defense Authorization Act for Federal Fiscal Year 1997 (the "Act"). Such excess property transferred pursuant to the Act may include small arms and ammunition (hereinafter referred collectively as the "Transferred Property").

The LEA acknowledges that the Transferred Property is considered excess to the needs of the Department of Defense and that the Transferred Property may be in any condition from new to unserviceable. The LEA acknowledges that there may be hazards associated with the use of the Transferred Property, which could cause damage to property and serious injury or death. The term "use" with respect to the Transferred Property is acknowledged to include, but is not limited to, active deployment, passive transportation, and mere possession. The LEA agrees to provide appropriate or adequate training to any person who may use the property. The LEA agrees that it IS NOT the responsibility of the Department of Defense, the State of Texas, or the Texas Department of Public Safety to provide appropriate or adequate training to any person using the Transferred Property.

The Department of Defense, the State of Texas nor the Texas Department of Public Safety assumes any liability for damages or injuries to any person or property arising from the use the Transferred Property. By signing this agreement, the LEA agrees, subject to the appropriation of sufficient funds, to be solely responsible for any and all suits, actions, demands or claims of any nature arising from its use of the Transferred Property. The LEA agrees to maintain, at its expense, adequate liability and property damage insurance and workman's compensation insurance to cover any such claims.

The LEA accepts Transferred Property "as is" with no warranty of any kind. The Department of Defense, the State of Texas nor the Texas Department of Public Safety make any claims or warranties, expressed or implied, concerning the Transferred Property, including but not limited to warranty of fitness for a particular purpose.

The LEA acknowledges that any item of the Transferred Property meeting the definition of "machine gun" found in 26 U.S. C. 584(b)* must be registered with the Bureau of Alcohol, Tobacco, and Firearms (BATF) with an ATF Form-10 (Application for Registration of Firearm Acquired by Certain Governmental Entities). Upon receipt of a properly executed Form-10, ATF will accept the registration of the machine gun and notify the LEA. Any machine gun registered in this manner is restricted for law enforcement use only. The LEA agrees to provide the State Coordinator's Office a copy of an approved Form-10 for each machine gun that is part of any Transferred Property received. The LEA must execute a separate transfer agreement with the United States Army, through the 1033 Program, for any small arms/weapons.

The LEA acknowledges that it is solely responsible for any and all costs associated with the transferred Property, including but not limited to, packing, crating, handling, transportation, repossession, and disposal.

The LEA acknowledges that Transferred Property may be disposed of only with written approval from the State Coordinator's Office and in accordance with local, state, federal laws, and the regulations and guidelines of the 1033 Program prescribed by the Law Enforcement Support Office. The LEA specifically acknowledges that the preceding rule includes, but is not limited to the transfer, destruction or abandonment of any Transferred Property constituting small arms/weapons and weapons parts.

Subject to the conditions set forth herein, title to the Transferred Property is assumed by the LEA upon written acceptance hereof from the LEA.

By signing below, the Agency Chief Executive Official and the Authorized Official acknowledge and understand all previously stated guidelines and conditions.

AGENCY CHIEF EXECUTIVE OFFICIAL':

Signature

12-1-14
Date

Atanacio "J.R." Gaitan, Constable
Name / Title

AUTHORIZED OFFICIAL[2]:

Signature

Date

Ramon Garcia, County Judge
Name / Title

* The National Firearms Act, 26 U.S.C. section 5801 et seq., defines a firearm to include machine gun. 26 U.S.C. Section 5845(a)(6). That same act, defines a machinegun as follows:

The term "machine gun" means any weapon which shoots, is designed to shoot, or can be readily restored to shoot, automatically more than one shot, without manual reloading, by a single function of the trigger. The term shall also include the frame or receiver of any such weapon, any combination of parts designed and intended, for use in converting a weapon into a machine gun, and any combination of parts from which a machine gun can be assembled if such parts are in the possession or under the control of a person.

Agency Chief Executive Official — Chief of Police or County Sheriff

[2] Authorized Official — County Judge, Mayor, or City Manager/Administrator, University/College President or Director.

LAW ENFORCEMENT AGENCY (LEA)
APPLICATION FOR PARTICIPATION

*This application must be updated and resubmitted within 30 days of any changes or on an annual basis

NEW ○ UPDATE ◉ SCREENER ID (Update Only): TX25176.

AGENCY: Hidalgo County Constable Precinct 4

PHYSICAL ADDRESS (No P.O. Box): 2814 S. Business Highway 281

MAILING ADDRESS (If different than above): _____

CITY: Edinburg STATE: Texas

ZIP: 78539 EMAIL: horaldo.sanchez@co.hidalgo.tx.us

PHONE: 956-383-8560 FAX: 956-383-8565

NUMBER OF COMPENSATED OFFICERS WITH ARREST AND APPREHENSION AUTHORITY

FULL-TIME: 17 PART-TIME: _____ RESERVE: 4

SCREENER(S) POC: MUST HAVE AT LEAST ONE

***MAIN POC: Designated POC for calls and emails on 1033 Program requests and property pickup**

SCREENER/MAIN POC: Constable Atanacio "J.R." Gaitan

SCREENER/POC #2: Chief Deputy Horaldo Sanchez

SCREENER/POC #3: Sergeant Aaron L. Moreno

SCREENER/POC #4: Sergeant David T. Sanchez

WEAPON POC (Optional): Chief Deputy Horaldo Sanchez

AIRCRAFT POC (Optional): _____

INVENTORY CHECK

Does the Agency currently have any equipment from the 1208/1033 Program? YES ◉ NO ○

WEAPONS:	YES ◉	NO ○	AIRCRAFT:	YES ○	NO ◉	WATERCRAFT:	YES ○	NO ◉
TACTICAL VEHICLES:	YES ○	NO ◉	OTHER CONTROLLED PROPERTY:	YES ○	NO ◉	DEMIL A (LESS THAN A YEAR OLD):	YES ○	NO ◉

***By signing this application, the Chief Executive Official/Head of Agency (Local Field Office) is aware of 1208/1033 Property currently in the possession of their department.**

***Upon acceptance into the 1033 Program, I understand that I have 30 days to familiarize myself with the State Plan of Operation and all 1033 Program guidance that is provided by the State Coordinator and that by signing, I certify that all information contained above is valid and accurate.**

CHIEF EXECUTIVE OFFICIAL/: HEAD OF LOCAL AGENCY

Atanacio "J.R." Gaitan — PRINTED NAME

DATE: 12-1-14

SIGNATURE

STATE COORDINATOR: (NOT REQUIRED FOR FEDERAL)

Skylor Hearn — PRINTED NAME

DATE: _____

SIGNATURE

TEXAS 1033 SURPLUS PROPERTY PROGRAM
SUPPLEMENTAL DATA SHEET

Date: 11/26/2014

Agency: Hidalgo County Constable Precinct 4

Phone: (956) 383 - 8560 **Alternate Phone:** ( ) -

Fax: (956) 383 - 8565

Website (if applicable):

Screener #1: Constable - Atanacio "J.R." Gaitan - atanacio.gaitan@co.hidalgo.tx.us
RANK / NAME / E-MAIL ADDRESS

Screener #2: Chief Deputy - Horaldo Sanchez - horaldo.sanchez@co.hidalgo.tx.us
RANK / NAME / E-MAIL ADDRESS

Screener #3: Sergeant - Aaron L. Moreno - aaron.moreno@co.hidalgo.tx.us
RANK / NAME / E-MAIL ADDRESS

Screener #4: Sergeant - David T. Sanchez - david.sanchez@co.hidalgo.tx.us
RANK / NAME / E-MAIL ADDRESS

Weapons Officer: Chief Deputy - Horaldo Sanchez - horaldo.sanchez@co.hidalgo.tx.us
RANK / NAME / E-MAIL ADDRESS

AGENCY CHIEF EXECUTIVE OFFICIAL[1]

Signature:

Name: Atanacio "J.R." Gaitan

Title: Constable

Email: atanacio.gaitan@co.hidalgo.tx.us

AUTHORIZED OFFICIAL[2]

Signature:

Name: Ramon Garcia

Title: County Judge

Email: ramon.garcia@co.hidalgo.tx.us

[1] Agency Chief Executive Official – Chief of Police or County Sheriff.

[2] Authorized Official – County Judge, Mayor, or City Manager/Administrator, University/College President or Director.

Clear

STATE OF TEXAS 1033 PROGRAM
PLANS, POLICIES AND PROCEDURES

PURPOSE:

The purpose of this document is to set forth the terms and conditions which will be binding on the parties with respect to excess Department of Defense (DOD) personal property which is transferred pursuant to 10 U.S.C. §2576a and to promote the efficient and expeditious transfer of the property.

AUTHORITY:

The Secretary of Defense is authorized by 10 U.S.C. §2576a to transfer to Federal and State Agencies, personal property that is excess to the needs of the DOD and that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with emphasis on counterdrug/counterterrorism activities, under such terms prescribed by the Secretary. The authorities granted to the Secretary of Defense have been delegated to the Defense Logistics Agency (DLA).

STAFFING AND FACILITIES:

By authority of the State Governor, the Assistant Director over the Law Enforcement Support Division of the Texas Department of Public Safety is the Texas 1033 Program State Coordinator. The State Coordinator appoints the State Points of Contact (SPOCs) to administer the daily operation of the 1033 Program.

TERMS AND CONDITIONS:

- **Law Enforcement Agency (LEA) Eligibility Criteria:** Must be a "law enforcement activity" whose primary function is enforcement of applicable Federal, State and local laws as defined by the DLA regulation (this is referring to DLA Directive (DLAD) 4160.10 which will be superseded by the One Book) and whose compensated officers have powers of arrest and apprehension.

- **How to Enroll in the State 1033 Program:** LEA must request enrollment via their State Coordinator. LEAs must provide a completed application packet to their State Coordinator. NOTE: Upon request of the Law Enforcement Support Office (LESO), a mission statement will need to be provided along with the datasheet. If the enrollment request is approved by the State Coordinator, it will be forwarded to the LESO. If approved by LESO, the State Coordinator will be contacted and provided with a LEA screener's authorization memo (Authorization Letter for Property Screening and Receiving). Once enrolled, the LEA must acknowledge receipt of the memorandum of understanding (MOU) with the State Coordinator agreeing to the terms and conditions of the 1033 Program. As soon as an agency is properly enrolled, automations screening may be conducted through the Defense Reutilization and Marketing Office (DRMO) website. The State Coordinator's office must provide the LEA with their login identification number for this application.

- **LEA Screener Criteria:** Must be full-time and/or part-time, sworn and/or non-sworn officers assigned to the LEA performing this duty. LEAs are allowed a maximum of four (4) screeners

per agency. A maximum of two (2) of the authorized screeners may physically screen at any DRMO at one time.

- **Identification/Acquisition/Transportation of Property:** LEAs find needed property electronically through the Defense Reutilization and Marketing Service (DRMS) website: www.drms.dla.mil or by physically visiting the nearest DRMO. Once property has been identified, LEAs submit a manual or electronic DRMS Form 103 to the State Coordinator. The State Coordinator approves/disapproves the request. If approved, it is sent to the LESO. If approved it goes to Military Standard Requisitioning and Issue Procedures (MILSTRIP) or a manual DD Form 1348 is sent to the State Coordinator. It is the responsibility of the State/LEA to transport requested property from the DRMOs to their location. DLA will not fund the transportation cost.

- **Storage of Property:** Unless the State is authorized as a distribution center, it will be the gaining LEA responsibility to store property received through the 1033 Program. Distribution centers should only hold property for their specific customers not more than 90 days. After that date, disposition should be requested, in writing, from the LESO, via their State Coordinator.

- **Distribution of Property:** LESO will approve property request in the following priority: counterdrug/counterterrorism and then any other law enforcement activities.

- **Security of Property:** It is the responsibility of the gaining State/LEA to safeguard all property received through the 1033 Program. Should any property become lost due to theft, destruction or unauthorized sale/disposal, this information must be forwarded to the State Coordinator within seven (7) working days after the incident. The State Coordinator will contact the LESO for additional guidance.

- **Accountability of Property:** Each LEA and the State must maintain records for all property acquired through the 1033 Program. These records must provide an "audit trail" for individual items of property from receipt to distribution. These documents include but are not limited to the following: DRMS Form 103 with all justifications or printouts of automated requests, DD Form 1348 (receipt and turn-in), all disposal and transfer paperwork, approved Bureau of Alcohol, Tobacco and Firearms (ATF) Form 10s, Certificate of Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC-Form 8050-1), and any pertinent paperwork through the LESO. The records maintained must also satisfy any and all pertinent requirements under its applicable State statutes and regulations for the program and this property.

- **Establish Inactive File:** As of October 1, 2003, the LESO will institute a five (5) year file retention policy. This policy will state that LESO will maintain active files for two (2) years and inactive files for three (3) years. After five years, the files are destroyed with the exception of DEMIL code B through Q, sensitive items and $20,000 or more high dollar items.

- **Utilization of Property:** Property received through the 1033 Program must be placed into use within one (1) year of receipt and utilized for a minimum of one (1) year, unless the condition renders it unusable. If property is not placed in use within one (1) year of receipt, it must be

transferred to another authorized agency, or returned to a DRMO. Property returns/turn-ins must be coordinated through the applicable State Coordinator and LESO.

- **State Compliance Reviews:** The State Points of Contact will inspect *at a minimum* 10% of the active agencies to ensure property accountability and proper use of equipment. All law enforcement agencies maintaining sensitive property will submit a written accountability statement detailing property type and serial numbers on the anniversary date of their Authorization Letter for the program.

- **Transfer of Property:** LEAs must coordinate, in writing, transfer of 1033 property through their State Coordinator. The State Coordinator will request final approval from the LESO. Property may be transferred within the State or between States as long as it is properly coordinated with the State Coordinator and LESO. If approved a "LESO transfer approval memo" will be sent to the State Coordinator. For more information regarding these items, view the following links:

  Defense Demilitarization and Trade Security Controls (TSC) Program
  www.demil.osd.mil

  Military Critical Technologies List
  www.dtic.mil/mctl

  Critical Federal Supply Class (FSC) and Buzz words
  www.drms.dla.mil/drms/internal/demil/CriticalBuzzKeyPt.pdf

  Flight Safety Critical Aircraft Parts (FSCAP)
  www.drms.dla.mil/drms/internal/demil/FSCAP.pdf

- **Disposal of Property:** LEAs must request approval, in writing, from their State Coordinator before any 1033 property is disposed. The State Coordinator will request final approval from the LESO. If approved a "LESO disposal approval memo" will be sent to the State Coordinator. Only DEMIL codes A, B and Q may be approved for disposal. Items with DEMIL codes of C, D, E, F, G and P must be transferred to an authorized agency or must be returned to a DRMO when no longer needed. Costs incurred for transfers, disposals or turn-ins will be borne by the State/LEA.

  - **DEMIL code A:** does not require demilitarization and may be disposed after obtaining State Coordinator and LESO approval.

  - **DEMIL code B:** does not require demilitarization and may be disposed or returned to a DRMO. If disposed, it must be in accordance with TSC (see DOD 4160.21-M, Defense Material Disposition Manual; DOD 4160.21-M-1, Defense Demilitarization Manual; DRMS-I 4160.14, Volume VII).

  - **DEMIL code Q:** does not require demilitarization and may be disposed or returned to a DRMO. If disposed, it must be in accordance with Commerce Control List Items (CCLI) disposition requirements (see DOD 4160.21-M, Defense Material Disposition

Manual; DOD 4160.21-M-1, Defense Demilitarization Manual; DRMS-I 4160.14, Volume VII).

- Specific Requirements for disposal of Munitions Lists Items (MLI)/CCLI (DEMIL codes B and Q) excerpt from DOD 4160.21-M:

    - Before disposing of MLI/CCLI property, Federal and State agencies must consider the export control requirements as promulgated by the Department of State, Department of Commerce and the Treasury Department, as applicable. Disposal methods shall ensure that appropriate safeguard requirements are in place prior to disposal. These will include, but are not limited to:

        - Notification of export control requirements to the end-user;

        - Exclusion of individuals, entities or countries who are excluded from Federal programs by the General Services Administration (GSA);

        - Exclusion if delinquent on obligations to the U.S. Government or are debarred or suspended from DOD contracts;

        - Exclusion if currently suspended for TSC violations;

        - Exclusion if subject to denial, debarment or other sanctions under public law.

- **DEMIL codes C, D, E, F, G and P:** require demilitarization and must be returned to a DRMO. The State Coordinator must obtain the LESOs approval for equipment returns.

    - LESO will provide turn-in documentation (DD Form 1348-1A). With few exceptions, the State/LEA will be asked to coordinate the turn-in with a local DRMO. The State/LEA informs LESO which DRMO has agreed to accept the turn-in. LESO will then provide turn-in documentation to the accepting DRMO. Upon receipt of the turn-in documentation, the LEA must return the property to the specified DRMO. The DRMO personnel receiving the materials will sign the turn-in document and give the LEA a copy of the signed receipt paperwork. This receipt paperwork must be maintained in the LEA's files and a copy of the receipt must be forwarded to the State Coordinator for their files. (see DOD 4160.21-M, Defense Material Disposition Manual; DOD 4160.21-M-1, Defense Demilitarization Manual; DRMS-I 4160.14, Volume VII for DEMIL rules).

- **Training:** The State Coordinator, State Points of Contact and LEAs should be trained/familiar with guidance on the following websites:

  ABCs of DEMIL
  www.hr.dla.mil/dtc/coursecatalog/PD/abcdmil.htm (knowledge of demilitarization codes)

  DLA Operations
  www.dla.mil (DLA handbook)

  LESO Operations
  www.dla.mil/j-3/leso (1033 Program/Automation training guides)

  DRMS Operations
  www.drms.dla.mil (automation requisitioning process/procedures)

THE STATE WILL:

a. Receive applications for participation in this program from its law enforcement activities and validate with signature, their law enforcement mission prior to forwarding to LESO for approval as an authorized LEA. Once the approval process is completed and the agency is loaded in the DRMS automated requisitioning system, provide enrolled LEAs with their LEA ID number so they may request materials on-line.

b. Forward requests to LESO for excess property that is necessary to meet requirements for LEA efforts. Assure the recipient LEA is identified on all requisitions.

c. Be responsible for the transfer and/or allocation of property to qualified LEAs.

d. Assure the LEAs agree to maintain, at no expense to the U.S. Government, adequate liability and property damage insurance coverage and workmen's compensation insurance to cover any claims.

e. Control and maintain accurate records on all property obtained under this plan. These records must provide an "audit trail" for individual items of property from receipt to distribution. These documents include but are not limited to the following: DRMS Form 103 with all justifications or printouts of automated requests, DD Form 1348 (receipt and turn-in), all disposal and transfer paperwork, approved ATF Form 10s, Certificate of Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC-Form 8050-1) and any pertinent paperwork through the LESO. The records maintained must also satisfy any and all pertinent requirements under its applicable State statues and regulations for the program and this property.

f. Enter into agreements with LEAs to assure they fully comply with the terms, conditions and limitations applicable to property transferred pursuant to this plan/program.

g. Allow a maximum of four (4) screeners, full-time and/or part-time, sworn and/or non-sworn officers, per LEA performing this duty. The screeners must be named in a "letter of authorization/datasheet" provided to the LESO, to be updated as changes occur, or whenever LESO requests an update. A weapons point of contact (POC) fulltime officer must be included on the "letter of authorization/datasheet" for any LEAs that have received or are requesting weapons. NOTE: A maximum of two (2) of the authorized screeners may physically screen at any DRMO at one time.

h. Assure that all environmentally regulated property is handled, stored and disposed of in accordance with applicable Federal, State and local environmental laws and regulations.

i. Assure that the following weapons are registered with the U.S. Treasury Department's ATF: M14, M16, M21 and M79. The State and each LEA must comply with all applicable firearm laws and regulations. Report all stolen or unaccounted for weapons to DLA, LESO not later than seven (7) working days after it is discovered. The State Coordinator must provide a weapon POC on all LEA data sheets. All weapon transfers between LEAs must be approved by the LESO before it is completed. Maintain an approved copy of the ATF Form 10 for all M14, M16, M21 and M79 rifles issued to State/LEA.

j. Identify to LESO each request that will be used in counterdrug/counterterrorism activities.

k. Ensure LEAs are aware of their responsibilities in accordance with the Single Audit Act of 1984, as amended (31 U.S.C. 7501-7). Assist LEAs by providing information, as required, for audit submission. Assist LEAs by identifying which property oversight agency the audit information must be submitted to.

l. Review and update State Plan of Operation annually (calendar year) or when the Governor-appointed State Coordinator changes or Governor changes. If there are no changes to the State Plan of Operation send a signed letter/email to the LESO indicating that the plan has been reviewed and no changes were necessary.

m. Ensure all LEAs enrolled in the State 1033 Program maintain a current copy of the State Plan of Operation or MOU.

n. Conduct periodic reviews of each LEA enrolled in the program, to include physical inventory/spot checks, of property received and any related records. Additionally, ensure LEAs are in compliance with applicable Memorandum of Agreement (MOA)/MOU and/or the State Plan of Operation. These reviews must be documented and maintained by the State Coordinator for future LESO compliance reviews.

o. Obtain reconciliation reports from the LESO website and conduct monthly reconciliations on all items received and annual reconciliations for high dollar items (items valued over $20,000) and Demil B-Q items between the State/LEA and LESO.

p. Ensure serial/tail numbers are provided to LESO on items such as peacekeepers/armored personnel carriers (APCs), aircraft, night vision goggles (NVGs)/sights and weapons.

q. Validate and certify LEA inventory reconciliation results electronically and forward them to LESO within 10 working days of the monthly or annual reconciliation process. Maintain a signed copy of all property reconciliation documentation received through the 1033 Program.

r. Submit requests for property returns (turn-ins to a DRMO) to LESO. Note: Costs of shipping or repossession of the property by the U.S. Government will be borne by the LEA.

s. Submit disposal, transfer and inventory adjustment requests to LESO.

t. Contact the LESO in writing not later than 30 calendar days prior, to a State Coordinator change.

u. All property transfers will cease if no current Governor's letter is on file; the State has not signed the MOA with DLA; the State Coordinator or POC does not validate all property requests and there is no State Plan of Operation on file.

THE LAW ENFORCEMENT AGENCY WILL:

a. Submit applications for participation in this program to the State Coordinator for approval. Upon request from the State Coordinator or LESO provide a mission statement.

b. Submit requests for property (electronically). Provide justification for all requisitions to the State Coordinator.

c. Agrees to maintain, at no expense to the U.S. Government, adequate liability and property damage insurance coverage and workmen's compensation insurance to cover any claims.

d. Control and maintain accurate records on all property obtained under this plan. These records must provide an "audit trail" for individual items of property from receipt to distribution. These documents include but are not limited to the following: DRMS Form 103 with all justifications or printouts of automated requests, DD Form 1348 (receipt and turn-in), all disposal and transfer paperwork, approved ATF Form 10s, Certificate of Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC-Form 8050-1) and any pertinent paperwork through the LESO. The records maintained must also satisfy any and all pertinent requirements under its applicable State statutes and regulations for the program and this property.

e. Comply with the terms, conditions and limitations applicable to property transferred pursuant to this plan/program.

f. Allow a maximum of four (4) screeners, full-time and/or part-time, sworn and/or non-sworn officers, per LEA performing this duty. The screeners must be named in a "letter of authorization/datasheet" provided to the LESO, to be updated as changes occur, or whenever LESO requests an update. A weapons POC fulltime officer must be included on the "letter of authorization/datasheet" for any LEAs that have received or are requesting weapons. NOTE: A maximum of two (2) of the authorized screeners may physically screen at any DRMO at one time. Appoint a Property Accountable Officer responsible for approving/disapproving all property requests and maintaining all records for property received that are accountable.

g. Assure that all environmentally regulated property handled, stored and disposed of in accordance with applicable Federal, State and local environmental laws and regulations.

h. Assure that the following weapons are registered with the U.S. Treasury Department's ATF: M14, M16, M21 and M79. Recipients must comply with all applicable firearm laws and regulations. Report all stolen or unaccounted for weapons to LESO through the State Coordinator not later than seven (7) working days after the incident has occurred. The LEA must provide a weapon POC on all data sheets. All weapon transfers between LEAs must be approved by the LESO before it is completed. LEA must maintain an approved copy of the ATF Form 10 for all M14, M16, M21 and M79 rifles received.

i. Identify to LESO each request that will be used in counterdrug/counterterrorism activities.

j. LEAs enrolled in the State 1033 Program must maintain a copy of the State Plan of Operation or MOU.

k. LEAs must be aware of their responsibilities under the Single Audit Act of 1984, as amended (31 U.S.C. 7501-7).

l. Conduct periodic reviews to include physical inventory/spot checks of actual property and related records. Ensure compliance with applicable MOA/MOU and/or the State Plan of Operation.

m. Obtain reconciliation reports from the State Coordinator and conduct monthly and annual reconciliations. Provide reconciliation results to the State Coordinator.

n. Ensure serial/tail numbers are provided to the State Coordinator on items such as peacekeepers/APCs, aircraft, NVGs/sights and weapons.

o. Conduct inventory reconciliations and provide inventory reconciliation results electronically to the State Coordinator within 10 working days of the monthly or annual reconciliation process. Maintain a signed copy of all property reconciliation documentation received through the 1033 Program.

p. Submit requests for property returns (turn-ins to a DRMO) to the State Coordinator. Note: Costs of shipping or repossession of the property by the U.S. Government will be borne by the LEA.

q. Submit disposal, transfer and inventory adjustment requests to the State Coordinator.

r. Contact the State Coordinator, in writing, not later than 30 days prior, when property accountable officer changes.

TERMINATION CRITERIA: An LEA may be terminated from the program *either temporarily or permanently* by the State Coordinator for failure to comply with any policy governing the program. A termination notice will be provided via certified mail from the State Coordinator's office.

IN WITNESS THEREOF, the parties hereto have executed this agreement as of the last date written below.

_____

Skylor Hearn
Assistant Director
Texas Department of Public Safety
Texas 1033 State Coordinator

AGENCY NAME:

AGENCY CHIEF EXECUTIVE OFFICIAL:

Signature

Atanacio "J.R." Gaitan - Constable

Name / Title

12-1-14

Date

AI -47741 **Constables** **8. G.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Nayla Munoz, CONSTABLE PCT. #4

Department: CONSTABLE PCT. #4

Information

CAPTION

Constable Pct.#4:
Discussion, consideration, and approval to appoint Kevin Andrew Perez as Reserve Deputy Constable by Constable A."J.R." Gaitan, Constable Precinct 4 in accordance with Texas Local Government Code Section 86.012

BACKGROUND

Sec. 86.012. RESERVE DEPUTY CONSTABLES. (a) The commissioners court of a county may authorize a constable of the county to appoint reserve deputy constables. The commissioners court may limit the number of reserve deputy constables that a constable may appoint.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Reserve Deputy Constables do not get paid from Co. funds; no fiscal impact to Co.

Attachments

LocalCode

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/10/2014 08:42 AM
Obdett Calzada	Obdett Calzada	12/11/2014 03:53 PM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Nayla Munoz		Started On: 12/09/2014 04:51 PM
Final Approval Date: 12/12/2014		

LOCAL GOVERNMENT CODE

CHAPTER 86. CONSTABLE

SUBCHAPTER A. GENERAL PROVISIONS

§ 86.001. ELIGIBILITY TO SERVE AFTER BOUNDARY CHANGE. A person who has served as the constable of a precinct for 10 or more consecutive years before a change is made in the boundaries of the precinct is not ineligible for reelection in the precinct because of residence outside the precinct if the constable's residence is within the boundaries of the precinct as they existed before the change.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 86.002. OATH; BOND. (a) Before entering on the duties of office, a person who is elected to the office of constable must execute a bond with two or more good and sufficient sureties or with
a solvent surety company authorized to do business in this state. The bond must be payable to the governor and the governor's successors in office and conditioned that the constable will faithfully perform the duties imposed by law. The bond must be approved by the commissioners court of the county. The commissioners court shall set the bond in an amount of not less than
$500 or more than $1,500.

(b) A person who is elected constable must also take and sign the constitutional oath of office. The oath shall be endorsed

on the bond, together with the certificate of the officer who administers the oath. The bond and oath must be deposited and recorded in the office of the clerk of the county court.

(c) The bond is not void on the first recovery but may be sued on from time to time in the name of an injured party until the whole amount of the bond is recovered.

(d) A person who is elected or appointed to the office of constable and who has given the necessary bond and taken the oath of
office may immediately perform the duties of the office. The acts of the constable are as valid in law as if the constable were commissioned.

(e) Repealed by Acts 1995, 74th Leg., ch. 683, § 1, eff. Aug. 28, 1995.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1995, 74th Leg., ch. 683, § 1, eff. Aug. 28, 1995; Acts 2005, 79th Leg., ch. 1094, § 18, eff. Sept. 1, 2005.

§ 86.0021. QUALIFICATIONS; REMOVAL. (a) A person is not eligible to serve as constable unless:

(1) the person is eligible to be licensed under Sections 1701.309 and 1701.312, Occupations Code, and:

(A) has at least an associate's degree conferred
by an institution of higher education accredited by an accrediting organization recognized by the Texas Higher Education Coordinating Board;

(B) is a special investigator under Article 2.122(a), Code of Criminal Procedure; or

(C) is an honorably retired peace officer or honorably retired federal criminal investigator who holds a certificate of proficiency issued under Section 1701.357, Occupations Code; or

(2) the person is an active or inactive licensed peace officer under Chapter 1701, Occupations Code.

(b) On or before the 270th day after the date a constable takes office, the constable shall provide, to the commissioners court of the county in which the constable serves, evidence that the constable has been issued a permanent peace officer license under Chapter 1701, Occupations Code. A constable who fails to provide evidence of licensure under this subsection or who fails to maintain a permanent license while serving in office forfeits the office and is subject to removal in a quo warranto proceeding under Chapter 66, Civil Practice and Remedies Code.

(c) The license requirement of Subsection (b) supersedes the license requirement of Section 1701.302, Occupations Code.

Added by Acts 1997, 75th Leg., ch. 884, § 3, eff. Jan. 1, 1998. Amended by Acts 1999, 76th Leg., ch. 877, § 1, eff. Aug. 30, 1999; Acts 2001, 77th Leg., ch. 1420, § 14.821, eff. Sept. 1, 2001; Acts 2005, 79th Leg., ch. 954, § 1, eff. June 18, 2005.

§ 86.003. NEW BOND; REMOVAL. (a) If any of the sureties of a constable dies, permanently moves from this state, becomes insolvent, or is released from liability as provided by law or if the commissioners court determines that the bond of the constable is insufficient, the court shall issue a citation that requires the constable to appear at a time set in the citation, after the 10th day but on or before the 30th day after the date the citation is issued, in order to execute a new bond with good and sufficient surety.

(b) If the constable neglects or refuses to appear to execute the bond at the designated time, the constable shall cease to perform the duties of the office and shall be removed from office

by the judge of the district court in the manner provided by law for
the removal of county officers.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

SUBCHAPTER B. DEPUTIES

§ 86.011. APPOINTMENT OF DEPUTY CONSTABLE. (a) An elected constable who desires to appoint a deputy must apply in writing to the commissioners court of the county and show that it is necessary to appoint a deputy in order to properly handle the business of the constable's office that originates in the constable's precinct. The application must state the name of the proposed deputy. The commissioners court shall approve and confirm the appointment of the deputy only if the commissioners court determines that the constable needs a deputy to handle the business originating in the precinct.

(b) Each deputy constable must qualify in the manner provided for deputy sheriffs.

(c) The constable is responsible for the official acts of each deputy of the constable. The constable may require a deputy to post a bond or security. A constable may exercise any remedy against a deputy or the deputy's surety that a person may exercise against the constable or the constable's surety.

(d) A person commits an offense if the person:

(1) serves as a deputy constable and the person has not been appointed as provided by Subsection (a); or

(2) is a constable and issues a deputyship without the

consent and approval of the commissioners court.

(e) An offense under Subsection (d) is punishable by a fine of not less than $50 or more than $1,000.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 86.012. RESERVE DEPUTY CONSTABLES. (a) The commissioners court of a county may authorize a constable of the county to appoint reserve deputy constables. The commissioners court may limit the number of reserve deputy constables that a constable may appoint.

(b) A reserve deputy constable serves at the discretion of the constable and may be called into service at any time that the constable considers it necessary to have additional officers to preserve the peace and enforce the law. The constable may authorize a reserve deputy constable who is a peace officer as described by Article 2.12, Code of Criminal Procedure, to carry a weapon or act as a peace officer at all times, regardless of whether the reserve deputy constable is engaged in the actual discharge of official duties, or may limit the authority of the reserve deputy constable to carry a weapon or act as a peace officer to only those times during which the reserve deputy constable is engaged in the actual discharge of official duties. A reserve deputy constable who is not a peace officer as described by Article 2.12, Code of Criminal Procedure, may act as a peace officer only during the actual discharge of official duties. A reserve deputy constable, regardless of whether the reserve deputy constable is a peace officer as described by Article 2.12, Code of Criminal Procedure, is not:

(1) eligible for participation in any program provided by the county that is normally considered a financial benefit of

full-time employment or for any pension fund created by statute for the benefit of full-time paid peace officers; or

(2) exempt from Chapter 1702, Occupations Code.

(c) A reserve deputy constable must take the official oath and must execute a bond in the amount of $2,000, payable to the constable. The oath and bond must be filed with the county clerk of the county in which the appointment is made. The oath and bond must be given before the reserve deputy constable's entry on duty and simultaneously with the officer's appointment.

(d) While actively engaged in an assigned duty at the call of the constable, a reserve deputy constable is vested with the same rights, privileges, and duties of any other peace officer in this state.

(e) The county and the constable do not incur any liability by reason of the appointment of a reserve deputy constable if the reserve deputy constable incurs a personal injury while serving in that capacity.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1999, 76th Leg., ch. 90, § 3, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 1420, § 14.822, eff. Sept. 1, 2001.

SUBCHAPTER C. POWERS AND DUTIES

§ 86.021. GENERAL POWERS AND DUTIES. (a) A constable shall execute and return as provided by law each process, warrant, and precept that is directed to the constable and is delivered by a lawful officer. Notices required by Section 24.005, Property Code, relating to eviction actions are process for purposes of this section that may be executed by a constable.

(b) A constable may execute any civil or criminal process throughout the county in which the constable's precinct is located and in other locations as provided by the Code of Criminal Procedure or by any other law.

(c) A constable expressly authorized by statute to perform an act or service, including the service of civil or criminal process, citation, notice, warrant, subpoena, or writ, may perform the act or service anywhere in the county in which the constable's precinct is located.

(d) Regardless of the Texas Rules of Civil Procedure, all civil process may be served by a constable in the constable's county or in a county contiguous to the constable's county, except that a constable who is a party to or interested in the outcome of a suit may not serve any process related to the suit.

(e) The constable shall attend each justice court held in the precinct.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 13(a), eff. Aug. 28, 1989; Acts 1997, 75th Leg., ch. 884, § 1, eff. Jan. 1, 1998.

§ 86.022. POWER TO SUMMON RESIDENT ASSISTANCE. (a) If a constable encounters resistance in the execution of any lawful process or in the arrest of an offender, the constable may call for assistance any resident of the county who is convenient.

(b) A person who fails or refuses to obey a call for assistance may, on the motion of the constable, be fined by a justice of the peace in the manner provided for contempt. The amount of the fine may not exceed $10. The person who is accused of not providing assistance must be given three days' notice of the motion.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 86.023. COLLECTION LIABILITY. If, for collection, a constable receives a bond, bill, note, or account from any person and the constable gives a receipt in an official capacity for the instrument or account, the constable and the constable's sureties are liable under the constable's bond for the amount collected if the constable fails to pay the amount on demand to the person for whom the constable made the collection.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 86.024. FAILURE TO EXECUTE PROCESS. (a) If a constable fails or refuses to execute and return according to law a process, warrant, or precept that is lawfully directed and delivered to the constable, the constable shall be fined for contempt before the court that issued the process, warrant, or precept on the motion of the person injured by the failure or refusal.

(b) The fine shall be set at not less than $10 or more than $100, with costs. The fine shall be for the benefit of the injured person. The constable must be given 10 days' notice of the motion.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 86.025. UNFINISHED BUSINESS. If a constable vacates the office for any reason, all unfinished business shall be transferred to the succeeding constable and completed in the same manner as if the successor had begun the business.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

AI -47757 **Human Resources** **9. A.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Co. Wide Admin./J.P. Pct 1 Pl 1/J.P Pct 1 Pl 2/Co. Treasurer (1100):
1. Discussion, consideration, and approval of the following personnel actions, effective 01/01/2015:

Action	Dept/Program	Slot No.	Current Position Title	Current Budgeted Salary	Proposed Position Title	Proposed Budgeted Salary
Delete	115-002	0001	Court Coordinator	$37,981.00	-	-0-
Delete	115-002	0002	Court Assistant	$30,564.00	-	-0-
Delete	115-002	0003	Assistant Court Coordinator	$30,564.00	-	-0-
Create	061-001	0007	-	-0-	Court Clerk	$23,993.00
Create	062-001	0007	-	-0-	Court Clerk	$23,993.00

2. Approval to waive section 6.27 of the Personnel Policy Manual and reclassify the following full-time position, as per sections 6.27-6.33 of the Hidalgo County Personnel Policy Manual, effective 01/01/2015:

Action	Dept/Program	Slot No.	Current Position Title	Current Budgeted Salary	Proposed Position Title	Proposed Budgeted Salary	Total Adjustment
Reclassify	150-001	0002	Chief Deputy I	$65,507.00	Chief Deputy II	$76,407.00	$10,900.00

3. Approval of Inter-departmental transfers.

4. Approval of revised salary schedules.

BACKGROUND

Fiscal Impact

Attachments

PAR Forms - Co. Treasurers
Job Desc - Chief Deputy II
ss
Job Desc - Court Clerk
PAR Forms- Deletions & Creations
Fiscal Notes
Transfer

Form Review

Inbox	Reviewed By	Date
Merlen P. Munoz	Merlen P. Munoz	12/11/2014 05:09 PM
Human Resources	Diana Munoz	12/12/2014 10:28 AM
Budget & Management	Debbie Tamez	12/12/2014 11:23 AM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM

Form Started By: Merlen P. Munoz Started On: 12/10/2014 02:37 PM
Final Approval Date: 12/12/2014

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
SEP 15 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Hidalgo County Treasurer's Office / 150 **DATE:** 09/12/14

CURRENT POSITION TITLE: Chief Deputy I **CURRENT SLOT. #:** 002

REQUESTED POSITION TITLE: Chief Deputy II
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☑ Position Reclassification* ☑ Other ~~Title Change~~

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 65,507.00 (Current Budgeted Salary) $ 76,407.00 (Proposed Budgeted Salary) $ 10,900.00 (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☑ Annual Budget Cycle ☐ Will Require Additional Funds

☑ Other Funding from the deletion of Co. Wide Adm. positions.

POSITION Type:

Full Time Employee Object 113 ✓ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____ Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	✓	Exempt	✓
Non-Exempt	☐	Non-Exempt	☐
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

This position should have remained at the position of Chief Deputy II instead of being changed to a Chief Deputy I. On May 10, 2011 Commissioners' Court approved that all Chief Deputies for county wide officials be reclassified to Chief Deputy II (AI-26480). I am not requesting this to be retroactive, I simply want it updated for the new budget year 2015.

NEW POSITION: Brief job description and attach a copy of the new job description.

N/A

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

N/A

COMMENTS: (Any comments you wish to make regarding this request)

This change is to comply with court action taken on May 10, 2011 and to be in parity with the other county-wide elected officials' Chief Deputies (Tax Assessor/Collector, County Clerk, District Clerk & County Treasurer).

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. Norma M. Garcia	09/15/14	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☑ NO
2. Esthela Cantu/ky	9.17.14	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. Linda R. Brown	12-11-14	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL				

DEPARTMENT HEAD — DATE

HUMAN RESOURCES DIRECTOR — DATE

DEPARTMENT OF BUDGET & MANAGEMENT — DATE

COMMISSIONERS COURT APPROVAL — DATE

HIDALGO COUNTY

CHIEF DEPUTY II

GENERAL DESCRIPTION

Performs complex (senior-level) managerial work overseeing the county departments overall performance. Serves as the Chief of Staff for major countywide elected offices and fulfills all of the Elected Official's duties in their absence. Oversees all administrative and personnel matter including interviewing, hiring, firing, assigning duties and reprimanding. Other administrative duties include overseeing all divisions within the Elected Officials Office and maintaining a modern, professional and cooperative environment in the office. Handles all complaints from the public and attends meetings as well as any other functions requested by the Elected Official.

EXAMPLES OF WORK PERFORMED

Must have general knowledge of the divisions within the Elected Official's office

Recommends to Elected Official hiring, disciplinary actions, transfers, promotions, and terminations

Develops training programs and implements same upon approval

Oversees the preparation of management and productivity reports and studies

Oversees special investigations, research studies, and internal audits

Assist Elected Official with budget development and administration

Recommends and implements departmental policy

Maintains department compliance with County policies, state and federal laws

Will serve as the liaison between the Elected Official's office and the software provider for the office

Performs all other related duties involved in the operation of the business as assigned or required

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Minimum of seven (7) years of experience in office administration with minimum four (4) year of supervisory experience

Experience in government environment

Graduation from an accredited four (4) year college or university in accounting, business administration, public administration or other related field

Two (2) years of related experience may be substituted for one (1) year of the required education with a maximum substitution of two (2) years

Bilingual (English/Spanish) with the ability to converse fluently in both languages

Certificates, Licenses & Registration

Must have a current valid Texas motor vehicle operator's license

Must be able to be insured by the County's insurance carrier

Knowledge, Skills, and Abilities

Ability to read, interpret, and accept documents such as safety rules, operating and maintenance instructions and procedure manuals

Ability to complete reports and answer routing correspondence

Ability to apply common sense understanding and direct staff in written, oral or diagram form

Ability to supervise and communicate effectively with staff and the public

Ability to deal with problems involving several concrete variables in standardized situations

Must have experience in office or related work

Must have knowledge of computers and spreadsheets

Must have previous supervisory experience

General knowledge of city, county, and state government is required

Ability to assist the public in person or by telephone

Must have good writing and communication skills

Must be well organized

Ability to work well with others including vendors, department employees, elected officials, and departments heads

Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

HIDALGO COUNTY
COMMISSIONER COURT
2015 SALARY SCHEDULE

5-1100-415-00-115-002-0

AI - 47757

CO WIDE ADM

Slot #	Obj Code	POSITION TITLE	2014 BUDGETED SALARY	2015 ADJUSTED SALARY	2015 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2015 BUDGETED SALARY APPROVED	2015 ACTUAL SALARY	Other Allowances					2015 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
		APPROVAL TO DELETE THE FOLLOWING FULL TIME POSITIONS:														
~~0001~~	~~113~~	~~COURT COORDINATOR~~	~~$0.00~~	~~$37,981.00~~	~~$37,981.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$37,981.00~~	~~$0.00~~	~~$1,140.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$1,140.00~~
~~0002~~	~~113~~	~~COURT ASST.~~	~~$0.00~~	~~$30,564.00~~	~~$30,564.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$30,564.00~~	~~$0.00~~	~~$780.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$780.00~~
~~0003~~	~~113~~	~~ASST CRT COOR~~	~~$0.00~~	~~$30,564.00~~	~~$30,564.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$30,564.00~~	~~$0.00~~	~~$720.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$720.00~~
			$0.00	$0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

APPROVAL OF THE ABOVE HIGHLIGHTED PERSONNEL ACTIONS ARE PENDING CC APPROVAL.

HIDALGO COUNTY
COMMISSIONER COURT
2015 SALARY SCHEDULE

5-1100-415-16-150-001-0

AI - 47757

Co. Treasurer

Slot #	Obj Code	POSITION TITLE	2014 BUDGETED SALARY	2015 ADJUSTED SALARY	2015 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2015 BUDGETED SALARY APPROVED	2015 ACTUAL SALARY	Other Allowances					2015 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	111	COUNTY TREASURER	$97,500.00	$0.00	$97,500.00	0	$0.00	$0.00	$97,500.00	$0.00	$0.00	$0.00	$0.00	$8,000.00	$0.00	$8,000.00
		APPROVAL TO RECLASSIFY FULL TIME POSITION AND INCREASE BUDGETED SALARY:						$10,900.00	$76,407.00							
0002	113	~~CHIEF DEPUTY I~~ CHIEF DEPUTY II	$65,507.00	$0.00	$65,507.00	0	$0.00	~~$0.00~~	~~$65,507.00~~	$0.00	$1,620.00	$0.00	$0.00	$0.00	$0.00	$1,620.00
0003	113	PAYROLL SUPERVISOR	$52,002.00	$0.00	$52,002.00	0	$0.00	$0.00	$52,002.00	$0.00	$960.00	$0.00	$2,500.00	$0.00	$0.00	$3,460.00
0004	113	ASSISTANT PAYROLL SUPERVISOR	$44,171.00	$0.00	$44,171.00	0	$0.00	$0.00	$44,171.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
0005	113	PAYROLL DATA SPECIALIST II	$41,280.00	$0.00	$41,280.00	0	$0.00	$0.00	$41,280.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$540.00
0006	113	PAYROLL DATA SPECIALIST II	$41,280.00	$0.00	$41,280.00	0	$0.00	$0.00	$41,280.00	$0.00	$720.00	$0.00	$0.00	$0.00	$0.00	$720.00
0007	113	CASHIER III	$36,212.00	$0.00	$36,212.00	0	$0.00	$0.00	$36,212.00	$0.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$1,140.00
0008	113	ACCOUNTANT I	$35,594.00	$0.00	$35,594.00	0	$0.00	$0.00	$35,594.00	$0.00	$780.00	$0.00	$0.00	$0.00	$0.00	$780.00
0009	113	PAYROLL CLERK II	$32,696.00	$0.00	$32,696.00	0	$0.00	$0.00	$32,696.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
0010	113	PAYROLL CLERK II	$35,651.00	$0.00	$35,651.00	0	$0.00	$0.00	$35,651.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0011	113	PAYROLL CLERK II	$32,696.00	$0.00	$32,696.00	0	$0.00	$0.00	$32,696.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0012	113	CASHIER III	$33,947.00	$0.00	$33,947.00	0	$0.00	$0.00	$33,947.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0013	113	CASHIER III	$36,212.00	$0.00	$36,212.00	0	$0.00	$0.00	$36,212.00	$0.00	$480.00	$0.00	$0.00	$0.00	$0.00	$480.00
			$584,748.00	$0.00	$584,748.00		$0.00	$10,900.00	$595,648.00	$0.00	$7,260.00	$0.00	$2,500.00	$8,000.00	$0.00	$17,760.00

APPROVAL OF THE ABOVE HIGHLIGHTED PERSONNEL ACTIONS ARE PENDING CC APPROVAL.

APPROVAL TO WAIVE SECTION 6.27 OF THE PERSONNEL POLICY MANUAL AND RECLASSIFY SLOT NO. 0002, AS PER SECTIONS 6.27-6.33 OF HIDALGO COUNTY PERSONNEL POLICY MANUAL

HIDALGO COUNTY
COMMISSIONER COURT
2015 SALARY SCHEDULE

5-1100-412-00-061-001-0

AI - 47757

JP PCT 1/PL 1

Slot #	Obj Code	POSITION TITLE	2014 BUDGETED SALARY	2015 ADJUSTED SALARY	2015 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2015 BUDGETED SALARY APPROVED	2015 ACTUAL SALARY	Other Allowances					2015 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	111	JUSTICE OF THE PEACE	$80,000.00	$0.00	$80,000.00	0	$0.00	$0.00	$80,000.00	$0.00	$0.00	$0.00	$0.00	$10,000.00	$0.00	$10,000.00
0002	113	COURT COORDINATOR	$37,981.00	$0.00	$37,981.00	0	$0.00	$0.00	$37,981.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$540.00
0003	113	ASST CRT COOR	$30,564.00	$0.00	$30,564.00	0	$0.00	$0.00	$30,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0004	113	ASST CRT COOR	$30,564.00	$0.00	$30,564.00	0	$0.00	$0.00	$30,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0005	113	COURT CLERK	$26,710.00	$0.00	$26,710.00	0	$0.00	$0.00	$26,710.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0006	113	CASE MANAGER I	$33,990.00	$0.00	$33,990.00	0	$0.00	$0.00	$33,990.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
		APPROVAL TO CREATE THE FOLLOWING FULL TIME POSITION:														
0007	**113**	**COURT CLERK**	**$0.00**	**$23,993.00**	**$23,993.00**		**$0.00**	**$0.00**	**$23,993.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
			$239,809.00	$23,993.00	$263,802.00		$0.00	$0.00	$263,802.00	$0.00	$960.00	$0.00	$0.00	$10,000.00	$0.00	$10,960.00

APPROVAL OF THE ABOVE HIGHLIGHTED PERSONNEL ACTIONS ARE PENDING CC APPROVAL.

HIDALGO COUNTY
COMMISSIONER COURT
2015 SALARY SCHEDULE

5-1100-412-00-062-001-0

AI - 47757

JP PCT 1/PL 2

Slot #	Obj Code	POSITION TITLE	2014 BUDGETED SALARY	2015 ADJUSTED SALARY	2015 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2015 BUDGETED SALARY APPROVED	2015 ACTUAL SALARY	Other Allowances					2015 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	111	JUSTICE OF THE PEACE	$80,000.00	$0.00	$80,000.00	0	$0.00	$0.00	$80,000.00	$0.00	$0.00	$0.00	$0.00	$10,000.00	$0.00	$10,000.00
0002	113	COURT COORDINATOR	$37,981.00	$0.00	$37,981.00	0	$0.00	$0.00	$37,981.00	$0.00	$600.00	$0.00	$0.00	$0.00	$0.00	$600.00
0003	113	ASST CRT COOR	$30,564.00	$0.00	$30,564.00	0	$0.00	$0.00	$30,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0004	113	ASSISTANT COURT COORDINATOR	$30,564.00	$0.00	$30,564.00	0	$0.00	$0.00	$30,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0005	113	CLERK	$26,710.00	$0.00	$26,710.00	0	$0.00	$0.00	$26,710.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0006	113	CASE MANAGER I	$33,990.00	$0.00	$33,990.00	0	$0.00	$0.00	$33,990.00	$0.00	$660.00	$0.00	$0.00	$0.00	$0.00	$660.00
		APPROVAL TO CREATE THE FOLLOWING FULL TIME POSITION:														
0007	**113**	**COURT CLERK**	**$0.00**	**$23,993.00**	**$23,993.00**		**$0.00**	**$0.00**	**$23,993.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
			$239,809.00	$23,993.00	$263,802.00		$0.00	$0.00	$263,802.00	$0.00	$1,260.00	$0.00	$0.00	$10,000.00	$0.00	$11,260.00

APPROVAL OF THE ABOVE HIGHLIGHTED PERSONNEL ACTIONS ARE PENDING CC APPROVAL.

HIDALGO COUNTY

COURT CLERK

GENERAL DESCRIPTION

Under the general direction of the Justice of the Peace. Duties include updating court docket information, posting, sorting and processing court records, data inquiry, updating ticket logs, as well as other related duties as assigned. Duties include performing clerical work requiring application of various work methods and procedures, and familiarity with departmental functions, policies, and practices.

EXAMPLES OF WORK PERFORMED

Make copies; file forms and files

Fax documents; prepare forms

Retrieve files; update court docket

Post, sort, and process court records

Data inquiry; update ticket logs

May act as receptionist; answers telephone and provides services to the general public

Conduct limited research of records

Regular attendance is a must

Ability to work well with others

Other duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Graduation from a high school or equivalent (GED)

One (1) year clerical or legal experience

Must have good computer skills

Good communication skills

Bilingual (Spanish and English) with the ability to converse fluently in both languages

Certificates, Licenses, Registration

Must have a current valid Texas motor vehicle operator's license and must have liability insurance

Must be able to be insured by the County's insurance carrier

Must have a clear criminal record

Knowledge, Skills, and Abilities

Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job

While performing the duties of this job, the employee is required to sit and use hands to fingers, or feel objects, tools or controls. The employee is required to stand; walk; reach with hands and arms; and stoop, kneel

The employee must occasionally lift and/or move up to twenty-five (25) pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment

- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
DEC 12 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: CO WIDE ADMINISTRATION (115-002) DATE: 12/10/2014

CURRENT POSITION TITLE: COURT COORDINATOR CURRENT SLOT #: 0001

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other DELETE POSITION

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount:

$ 37,981.00	$ 0.00	$ (37,981.00)
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[X] Other Funds to be utilitzed for the creation of new positions.

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:
Exempt [X]
Non-Exempt [ ]
N/A [ ]

FLSA:
Exempt [ ]
Non-Exempt [X]

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Deletion of position is needed to effectively utilize funds and assist J.P. Pct 1 Offices with the anticipated increase in workload due to the abolishment of J.P. Pct 5.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	Date	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO	
2.	HUMAN RESOURCES DIRECTOR	Date	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO	
3.	DEPARTMENT OF BUDGET & MANAGEMENT	Date	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO	
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY

Personnel Adjustment Request Form

RECEIVED
DEC 12 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: CO WIDE ADMINISTRATION (115-002) DATE: 12/10/2014

CURRENT POSITION TITLE: COURT ASSISTANT CURRENT SLOT #: 0002

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other DELETE POSITION

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount:

$ 30,564.00	$ 0.00	$ (30,564.00)
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[X] Other Funds to be utilitzed for the creation of new positions.

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:
Exempt [X]
Non-Exempt [ ]
N/A [ ]

FLSA:
Exempt [ ]
Non-Exempt [X]

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Deletion of position is needed to effectively utilize funds and assist J.P. Pct 1 Offices with the anticipated increase in workload due to the abolishment of J.P. Pct 5.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	12/11/14 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	12/11/14 Date	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/12/14 Date	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS' COURT APPROVAL	Date			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
DEC 12 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: CO WIDE ADMINISTRATION (115-002) DATE: 12/10/2014

CURRENT POSITION TITLE: ASSISTANT COURT COORDINATOR CURRENT SLOT #: 0003

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other DELETE POSITION

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount:

$ 30,564.00	$ 0.00	$ (30,564.00)
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[X] Other Funds to be utilitzed for the creation of new positions.

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:
Exempt [X]
Non-Exempt [ ]
N/A [ ]

FLSA:
Exempt [ ]
Non-Exempt [X]

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Deletion of position is needed to effectively utilize funds and assist J.P. Pct 1 Offices with the anticipated increase in workload due to the abolishment of J.P. Pct 5.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	Date 12/11/14	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO	
2.	HUMAN RESOURCES DIRECTOR	Date 12/11/14	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO	
3.	DEPARTMENT OF BUDGET & MANAGEMENT	Date 12/10/14	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO	
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
DEC 12 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: JP PCT 1 PL 1 (061-001) DATE: 12/10/2014

CURRENT POSITION TITLE: N/A CURRENT SLOT #: 0007

REQUESTED POSITION TITLE: COURT CLERK

REQUEST FOR:

[X] New Position [ ] Temporary Position [ ] Position Reclassification* [ ] Other _____

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount:

$ 0.00	$ 23,993.00	$ 23,993.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[X] Other Funding from the deletion of Co. Wide Adm positions.

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:
Exempt [X]
Non-Exempt [ ]
N/A [ ]

FLSA:
Exempt [ ]
Non-Exempt [X]

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

To assist the J.P. Pct 1 Offices with the anticipated increase in workload due to the abolishment of J.P. Pct 5.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	12/11/14 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	12/11/14 Date	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/12/14 Date	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS' COURT APPROVAL	Date			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: JP PCT 1 PL 2 (062-001) DATE: 12/10/2014

CURRENT POSITION TITLE: N/A CURRENT SLOT #: 0007

REQUESTED POSITION TITLE: COURT CLERK

RECEIVED
DEC 12 2014
HUMAN RESOURCES

REQUEST FOR:

[X] New Position [ ] Temporary Position [ ] Position Reclassification* [ ] Other _____

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount:

$ 0.00	$ 23,993.00	$ 23,993.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[X] Other Funding from the deletion of Co. Wide Adm positions.

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	[X]	Exempt	[ ]
Non-Exempt	[ ]	Non-Exempt	[X]
N/A	[ ]		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

To assist the J.P. Pct 1 Offices with the anticipated increase in workload due to the abolishment of J.P. Pct 5.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	M. Baldellon for Valdez	12/11/14	FUNDING AVAILABLE IN DEPT. BUDGET	☑	YES	☐ NO
	DEPARTMENT HEAD	Date				
2.	Estela Castillo	12/11/14	PERSONNEL PROCEDURES COMPLETED	☑	YES	☐ NO
	HUMAN RESOURCES DIRECTOR	Date				
3.	Mike R Drum	12/12/14	BUDGET PROCEDURES COMPLETED	☑	YES	☐ NO
	DEPARTMENT OF BUDGET & MANAGEMENT	Date				
4.						
	COMMISSIONERS' COURT APPROVAL	Date				

Hidalgo County
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, December 16, 2014** **Agenda Item:** 47757

Summary of request/proposal:
Co. Wide Administration (1100):
Approval to delete the following full-time positions, effective 01/01/2015:

Fund	Position	Slot#	Obj	Current Budgeted Salary	Proposed Budgeted Salary	Total Requested
1100	COURT COORDINATOR	0001	113	37,981.00	0.00	(37,981.00)
1100	COURT ASSISTANT	0002	113	30,564.00	0.00	(30,564.00)
1100	ASSISTANT COURT COORDINATOR	0003	113	30,564.00	0.00	(30,564.00)
				99,109.00	0.00	(99,109.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-415-00-115-002-0-	113	CO. WIDE ADMINISTRATION	REG F/T EMPLOYEES	($99,109.00)
5-1100-415-00-115-002-0-	211	CO. WIDE ADMINISTRATION	HEALTH INSURANCE	($17,784.00)
5-1100-415-00-115-002-0-	212	CO. WIDE ADMINISTRATION	LIFE INSURANCE	($112.68)
5-1100-415-00-115-002-0-	220	CO. WIDE ADMINISTRATION	FICA	($7,581.84)
5-1100-415-00-115-002-0-	230	CO. WIDE ADMINISTRATION	RETIREMENT	($10,535.29)
5-1100-415-00-115-002-0-	250	CO. WIDE ADMINISTRATION	UNEMPLOYMENT COMP	($594.65)
5-1100-415-00-115-002-0-	260	CO. WIDE ADMINISTRATION	WORKER'S COMP	($208.13)
			2015 Budgetary Impact	($135,925.59)

2016 Budgetary Impact: ($135,925.59)

Possible Funding Sources: Cost savings

Comments:
SURPLUS FUNDS WILL BE TRANSFERRED TO VARIOUS ACCOUNTS TO FUND THE PERSONNEL ACTIONS REQUESTED FOR JP PCT 1 OFFICES AND CO. TREASURER'S OFFICE

Hidalgo County
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, December 16, 2014** **Agenda Item:** 47757

Summary of request/proposal:
J.P. Pct. 1 Pl. 1 (1100):
Approval to create the following full-time positions, effective 01/01/2015:

Fund	Position	Slot#	Obj	Current Budgeted Salary	Proposed Budgeted Salary	Total Requested
1100	COURT CLERK	0007	113	0.00	23,993.00	23,993.00
				0.00	23,993.00	23,993.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-412-00-061-001-0-	113	J.P. PCT 1 PL 1	REG F/T EMPLOYEES	$23,993.00
5-1100-412-00-061-001-0-	211	J.P. PCT 1 PL 1	HEALTH INSURANCE	$5,928.00
5-1100-412-00-061-001-0-	212	J.P. PCT 1 PL 1	LIFE INSURANCE	$37.56
5-1100-412-00-061-001-0-	220	J.P. PCT 1 PL 1	FICA	$1,835.46
5-1100-412-00-061-001-0-	230	J.P. PCT 1 PL 1	RETIREMENT	$2,550.46
5-1100-412-00-061-001-0-	250	J.P. PCT 1 PL 1	UNEMPLOYMENT COMP	$143.96
5-1100-412-00-061-001-0-	260	J.P. PCT 1 PL 1	WORKER'S COMP	$50.39
			2015 Budgetary Impact	$34,538.83

2016 Budgetary Impact: $34,538.83

Possible Funding Sources: Co. Wide Adm. Deleted Positions

Comments:

Hidalgo Co. Budget Office
2/3/2005

Hidalgo County
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, December 16, 2014** **Agenda Item:** 47757

Summary of request/proposal:
J.P. Pct. 1 Pl. 2 (1100):
Approval to create the following full-time positions, effective 01/01/2015:

Fund	Position	Slot#	Obj	Current Budgeted Salary	Proposed Budgeted Salary	Total Requested
1100	COURT CLERK	0007	113	0.00	23,993.00	23,993.00
				0.00	23,993.00	23,993.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-412-00-062-001-0-	113	J.P. PCT 1 PL 2	REG F/T EMPLOYEES	$23,993.00
5-1100-412-00-062-001-0-	211	J.P. PCT 1 PL 2	HEALTH INSURANCE	$5,928.00
5-1100-412-00-062-001-0-	212	J.P. PCT 1 PL 2	LIFE INSURANCE	$37.56
5-1100-412-00-062-001-0-	220	J.P. PCT 1 PL 2	FICA	$1,835.46
5-1100-412-00-062-001-0-	230	J.P. PCT 1 PL 2	RETIREMENT	$2,550.46
5-1100-412-00-062-001-0-	250	J.P. PCT 1 PL 2	UNEMPLOYMENT COMP	$143.96
5-1100-412-00-062-001-0-	260	J.P. PCT 1 PL 2	WORKER'S COMP	$50.39
			2015 Budgetary Impact	$34,538.83

2016 Budgetary Impact: $34,538.83

Possible Funding Sources: Co. Wide Adm. Deleted Positions

Comments:

Hidalgo Co. Budget Office
2/3/2005

Hidalgo County
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, December 16, 2014** **Agenda Item:** 47757

Summary of request/proposal:
CO. TREASURER'S OFFICE (1100):
Approval to reclassify the following full-time position, effective 01/01/2015.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Proposed Budgeted Salary	Total Requested
1100	CHIEF DEPUTY I RECLASSIFY TO CHIEF DEPUTY II	0002	113	65,507.00	76,407.00	10,900.00
				65,507.00	76,407.00	10,900.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-415-16-150-001-0-	113	CO. TREASURER	REG F/T EMPLOYEES	$10,900.00
5-1100-415-16-150-001-0-	211	CO. TREASURER	HEALTH INSURANCE	$0.00
5-1100-415-16-150-001-0-	212	CO. TREASURER	LIFE INSURANCE	$0.00
5-1100-415-16-150-001-0-	220	CO. TREASURER	FICA	$833.85
5-1100-415-16-150-001-0-	230	CO. TREASURER	RETIREMENT	$1,158.67
5-1100-415-16-150-001-0-	250	CO. TREASURER	UNEMPLOYMENT COMP	$65.40
5-1100-415-16-150-001-0-	260	CO. TREASURER	WORKER'S COMP	$22.89
			2015 Budgetary Impact	$12,980.81

2016 Budgetary Impact: $12,980.81

Possible Funding Sources: Co. Wide Adm. Deleted Positions

Comments:

Hidalgo Co. Budget Office
2/3/2005

DATE: December 12, 2014

2015

Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Various Dept

ACCOUNT NUMBER: 5-1100-4XX-XX-XXX-XXX-0-XXX

CONTACT PERSON: Merlen Munoz, Budget Analyst **PHONE:** (956) 292-7025 Ext. 5403

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM				
5-1100-415-00-115-002-0-	113	CO. WIDE ADM	REG F/T EMPLOYEES	(99,109.00)
5-1100-415-00-115-002-0-	115	CO. WIDE ADM	LONGEVITY	(2,640.00)
5-1100-415-00-115-002-0-	211	CO. WIDE ADM	HEALTH INSURANCE	(17,784.00)
5-1100-415-00-115-002-0-	212	CO. WIDE ADM	LIFE INSURANCE	(113.00)
5-1100-415-00-115-002-0-	220	CO. WIDE ADM	FICA	(7,784.00)
5-1100-415-00-115-002-0-	230	CO. WIDE ADM	RETIREMENT	(10,816.00)
5-1100-415-00-115-002-0-	250	CO. WIDE ADM	UNEMPLOYEMENT COMPENSATION	(610.00)
5-1100-415-00-115-002-0-	260	CO. WIDE ADM	WORKERS' COMPENSATION	(214.00)
TO				
5-1100-412-00-061-001-0-	113	J.P. PCT 1 PL 1	REG F/T EMPLOYEES	23,993.00
5-1100-412-00-061-001-0-	211	J.P. PCT 1 PL 1	HEALTH INSURANCE	5,928.00
5-1100-412-00-061-001-0-	212	J.P. PCT 1 PL 1	LIFE INSURANCE	37.56
5-1100-412-00-061-001-0-	220	J.P. PCT 1 PL 1	FICA	1,835.46
5-1100-412-00-061-001-0-	230	J.P. PCT 1 PL 1	RETIREMENT	2,550.46
5-1100-412-00-061-001-0-	250	J.P. PCT 1 PL 1	UNEMPLOYEMENT COMPENSATION	143.96
5-1100-412-00-061-001-0-	260	J.P. PCT 1 PL 1	WORKERS' COMPENSATION	50.39
5-1100-412-00-062-001-0-	113	J.P. PCT 1 PL 2	REG F/T EMPLOYEES	23,993.00
5-1100-412-00-062-001-0-	211	J.P. PCT 1 PL 2	HEALTH INSURANCE	5,928.00
5-1100-412-00-062-001-0-	212	J.P. PCT 1 PL 2	LIFE INSURANCE	37.56
5-1100-412-00-062-001-0-	220	J.P. PCT 1 PL 2	FICA	1,835.46
5-1100-412-00-062-001-0-	230	J.P. PCT 1 PL 2	RETIREMENT	2,550.46
5-1100-412-00-062-001-0-	250	J.P. PCT 1 PL 2	UNEMPLOYEMENT COMPENSATION	143.96
5-1100-412-00-062-001-0-	260	J.P. PCT 1 PL 2	WORKERS' COMPENSATION	50.39
5-1100-415-16-150-001-0-	113	CO. TREASURER	REG F/T EMPLOYEES	10,900.00
5-1100-415-16-150-001-0-	220	CO. TREASURER	FICA	833.85
5-1100-415-16-150-001-0-	230	CO. TREASURER	RETIREMENT	1,158.67
5-1100-415-16-150-001-0-	250	CO. TREASURER	UNEMPLOYEMENT COMPENSATION	65.40
5-1100-415-16-150-001-0-	260	CO. TREASURER	WORKERS' COMPENSATION	22.89
5-1100-432-00-123-001-0-	113	SANITATION PCT. 3	REG F/T EMPLOYEES	320.00
5-1100-432-00-123-001-0-	220	SANITATION PCT. 3	FICA	24.48
5-1100-432-00-123-001-0-	230	SANITATION PCT. 3	RETIREMENT	34.02
5-1100-432-00-123-001-0-	250	SANITATION PCT. 3	UNEMPLOYEMENT COMPENSATION	1.92
5-1100-432-00-123-001-0-	260	SANITATION PCT. 3	WORKERS' COMPENSATION	22.02
5-1100-415-50-125-037-0-	113	CIVIL SERVICE	REG F/T EMPLOYEES	3,691.00
5-1100-415-50-125-037-0-	220	CIVIL SERVICE	FICA	282.36

5-1100-415-50-125-037-0-	230	CIVIL SERVICE	RETIREMENT	392.35
5-1100-415-50-125-037-0-	250	CIVIL SERVICE	UNEMPLOYEMENT COMPENSATION	22.15
5-1100-415-50-125-037-0-	260	CIVIL SERVICE	WORKERS' COMPENSATION	7.75
5-1100-415-00-115-002-0-	899	CO. WIDE ADM	CONTINGENCY	52,213.48
			TOTAL BUDGET INCREASE (DECREASE)	0.00

REASON: **To fund the personnel actions for the following agenda items from the deletion of co. wide adm positions:**
A1-47757-Creation of two court clerks; reclassification of chief deputy for Co. Treasurer's Office
AI-47762-Salary adjustment request from Sanitation Pct. 3
AI-47182-Creation of Civil Service Liaison for Executive Office Civil Service Division

Surplus of funds will be transfered to the Co. Wide Adm-Contingency.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

____/____/____
DATE

ATTEST, COUNTY CLERK

AI -47716 **Human Resources** **9. B.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Diana Munoz, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

Human Resources (1100):
1. Approval to Remove/Add auto allowance to the following positions; effective next full pay period, effective 01/01/2015:

Action	Dept/Program	Slot No.	Position Title	Budgeted Allowance Amount
Remove auto allowance	190-002	0002	Executive Assistant III	$3,500.00
Add auto allowance	190-002	0005	Human Resources Specialist III	$3,500.00

2. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-415-50-190-002-0-XXX

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

BUDGETARY IMPACT:

No Budgetary Impact.

Attachments

PAR FORMS & JOB DESC
Auto Allowance Form
Fiscal Note
2015 Revised Salary Schedule

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/08/2014 04:22 PM
Obdett Calzada	Obdett Calzada	12/12/2014 04:07 PM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Diana Munoz		Started On: 12/08/2014 02:13 PM
Final Approval Date: 12/12/2014		

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: 190-002 **DATE:** 12/08/2014

CURRENT POSITION TITLE: Human Resources Specialist III **CURRENT SLOT. #:** 0005

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Add Auto Allowance

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

	Current Budgeted Salary	Proposed Budgeted Salary	Net Change
Salary Amount:	Salary $39,560	Salary $39,560	Salary -0-
	$ Allowance -0-	$ Allowance 3,500.00	$ Allowance 3,500.00

OE 12/12/14

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☑	Non-Exempt	☑
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Employee will be making rounds to the Administration Building or other destinations on a daily basis.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	12/08/2014 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	12/08/2014 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	12/11/2014 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: 190-002 **DATE:** 12/08/2014

CURRENT POSITION TITLE: Executive Assistant III **CURRENT SLOT. #:** 0002

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Remove Auto Allowance

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST: OE 12/12/14

Salary Amount:	Current Budgeted Salary	Proposed Budgeted Salary	Net Change
	Salary $60,092	Salary $60,092	Salary -0-
	$ Allowance $3,500.00	$ Allowance -0-	$ Allowance (3,500.00)

Position to be funded from one of the following:

☑ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

$ _____ Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☑	Non-Exempt	☑
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Employee will not be making rounds to the Administration Building or other destinations on a daily basis.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	12/08/2014 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	12/8/2014 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	12/11/2014 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY HUMAN RESOURCES DEPARTMENT

HUMAN RESOURCES SPECIALIST III

GENERAL DESCRIPTION

Performs complex (journey-level) human resources management work. Work involves administering a human resources management program and ensuring compliance with state and federal laws and regulations; May train others; May supervise the work of others; Works under general supervision with moderate latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Coordinates the recruitment of applicants and makes recommendations for selection

Coordinates human resources activities

Completes human resources-related surveys and questionnaires

Compiles and analyzes wage data

Prepares and maintains various human resources correspondence and reports

Provides advice and assistance on classification, recruitment, retention, compensation, benefits, leave provisions, employee relations, and salary administration matters

Counsels' staff on issues, rules, and regulations related to human resources management

Makes recommendations for changes to the Classification Plan, including additions, deletions, new classes, title changes, and reallocations

Conducts audits of human resources activities to ensure compliance with policies and procedures

Conducts workforce analyses and executes workforce plans and recruitment and retention strategies

Communicates and disseminates human resources policies and procedures

Assists in planning, developing, revising, and implementing human resources policies and procedures

May train others

May supervise the work of others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

One (3) years experience in human resources management work

Graduation from an accredited four (4) year college or university with major course work in human resources management, business or public administration, or a related field

Experience and education may be substituted for one another

Knowledge, Skills, and Abilities

Knowledge of the principles and practices of human resources management; of compensation principles and practices; of job evaluation methods; and of federal, state, and local laws, statutes, and regulations

Skill in conducting interviews

Ability to evaluate applicant qualifications, to analyze job requirements, to prepare and revise job descriptions, and to explain policies and procedures to staff and the public, and to train others, and to supervise the work of others

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job

While performing the duties of this job, the employee is required to sit and use hands to fingers, or feel objects, tools or controls. The employee is required to stand; walk; reach with hands and arms; and stoop, kneel

The employee must occasionally lift and/or move up to twenty-five (25) pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

HIDALGO COUNTY, TEXAS
Auto Allowance Authorization Form

Department Name/Number: Human Resources / 190-002 Date: 12/10/2014

Position Title: Human Resources Specialist III Position Slot No. : 5

Position Status: ☐ Vacant ■ Current

If position status is vacant go to Justification for Auto Allowance Section

Employee Name: Hermelinda Solis Employee Number: 126322

Employee Driver License No.: 315445

Auto Allowance Amount Request $3,500.00

Auto Allowance to be funded from one of the following:

■ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds ☐ Other

VEHICLE INFORMATION

Year, Make, & Model: **2005 Dodge Stratus** Ins. Policy Number: C-PR1740141-09

VIN Registration No. : **4B3AG42G75E028356** Policy Holder's Name: Hermelinda Solis

License Plate No. : CK6 Z577 Ins. Coverage Date: 10/31/14 thru 05/01/15

*Vehicle Insurance Provider: **CEM Insurance Company** Ins. Verified By: Sylvia Rios

*Employee should provide copy of current vehicle liability insurance policy and driver license to their respective department and to the Safety Division

JUSTIFICATION FOR AUTO ALLOWANCE

In the space provided below, please justify why the auto allowance is needed, in lieu of receiving the IRS current mileage reimbursement rate for In-County business use of personal vehicle.

Employee will be making rounds to the Administration Building and other destinations on a daily basis.

Hermelinda Solis
Employee Signature

12/10/14
Date

By signing this Auto Allowance Authorization Form, I understand that I will not be eligible to receive mileage reimbursement for using my personal vehicle for In-County business travel. I further understand that the Auto Allowance provided to me is subject to all applicable federal and state income taxes and will be included in my bi-weekly or semi-monthly paycheck (as applicable). The Auto Allowance amount is subject to change, upon Commissioners Court approval.

Esther A. Cortez
Esther A. Cortez, HR Director

12/10/2014
Date

Funding Available in Dept. Budget ■ YES ☐ NO

DBM XXX
Revised: April 2011

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, December 16, 2014**

Agenda Item: **47716**

Summary of request/proposal:
HUMAN RESOURCES (1100)-
APPROVAL TO REMOVE/ADD AUTO ALLOWANCE, EFFECTIVE 1/1/2015:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	EXECUTIVE ASSISTANT III	0002	113	60,092.00	60,092.00	0.00
1100	EXECUTIVE ASSISTANT III	0002	118	3,500.00	0.00	(3,500.00)
1100	HR SPECIALIST III	0005	113	39,560.00	39,560.00	0.00
1100	HR SPECIALIST III	0005	118	0.00	3,500.00	3,500.00
				103,152.00	103,152.00	0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-415-50-190-002-0	113	HUMAN RESOURCES	REGULAR FULL TIME	$0.00
5-1100-415-50-190-002-0	118	HUMAN RESOURCES	AUTO ALLOWANCE	$0.00
5-1100-415-50-190-002-0	211	HUMAN RESOURCES	HEALTH INSURANCE	$0.00
5-1100-415-50-190-002-0	212	HUMAN RESOURCES	LIFE INSURANCE	$0.00
5-1100-415-50-190-002-0	220	HUMAN RESOURCES	FICA	$0.00
5-1100-415-50-190-002-0	230	HUMAN RESOURCES	RETIREMENT	$0.00
5-1100-415-50-190-002-0	250	HUMAN RESOURCES	UNEMPLOYMENT COMP	$0.00
5-1100-415-50-190-002-0	260	HUMAN RESOURCES	WORKER'S COMP	$0.00
			2015 Budgetary Impact	**$0.00**

2016 Budgetary Impact: $0.00

Possible Funding Sources: **No Budgetary impact.**

Comments:

HIDALGO COUNTY
COMMISSIONER COURT
2015 SALARY SCHEDULE

5-1100-415-50-190-002-0

AI - 47716

Human Resources

Slot #	Obj Code	POSITION TITLE	2014 BUDGETED SALARY	2015 ADJUSTED SALARY	2015 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2015 BUDGETED SALARY APPROVED	2015 ACTUAL SALARY	Other Allowances					2015 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	112	H.R.DIRECTOR/CIVIL SERV.SECRETARY	$96,309.00	$0.00	$96,309.00	0	$0.00	$0.00	$96,309.00	$0.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$1,200.00
		APPROVAL TO DELETE AUTO ALLOWANCE:												$0.00		
0002	113	EXECUTIVE ASSISTANT III	$60,092.00	$0.00	$60,092.00	0	$0.00	$0.00	$60,092.00	$0.00	$1,140.00	$0.00	$0.00	~~$3,500.00~~	$0.00	$4,640.00
0003	113	EXECUTIVE ASSISTANT II	$50,614.00	$0.00	$50,614.00	0	$0.00	$0.00	$50,614.00	$0.00	$660.00	$0.00	$0.00	$0.00	$0.00	$660.00
0004	113	HUMAN RESOURCES COORDINATOR II	$41,280.00	$0.00	$41,280.00	0	$0.00	$0.00	$41,280.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		APPROVAL TO ADD AUTO ALLOWANCE:												$3,500.00		
0005	113	HUMAN RESOURCES SPECIALIST III	$39,560.00	$0.00	$39,560.00	0	$0.00	$0.00	$39,560.00	$0.00	$660.00	$0.00	$0.00	~~$0.00~~	$0.00	$660.00
0006	113	HUMAN RESOURCES SPECIALIST II	$33,917.00	$0.00	$33,917.00	0	$0.00	$0.00	$33,917.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$540.00
0008	113	CLERK II	$25,426.00	$0.00	$25,426.00	0	$0.00	$0.00	$25,426.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0009	113	CLERK I	$22,660.00	$0.00	$22,660.00	0	$0.00	$0.00	$22,660.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
0011	113	HUMAN RESOURCES SPECIALIST III	$40,016.00	$0.00	$40,016.00	0	$0.00	$0.00	$40,016.00	$0.00	$300.00	$0.00	$4,200.00	$0.00	$0.00	$4,500.00
0012	113	ADMINISTRATIVE ASSISTANT III	$32,769.00	$0.00	$32,769.00	0	$0.00	$0.00	$32,769.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
			$442,643.00	$0.00	$442,643.00		$0.00	$0.00	$442,643.00	$0.00	$5,220.00	$0.00	$4,200.00	$3,500.00	$0.00	$12,920.00

APPROVAL OF THE ABOVE HIGHLIGHTED PERSONNEL ACTIONS ARE PENDING CC APPROVAL.

AI -47762 **Human Resources** **9. C.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. 3 Sanitation (1100)/Pct 3 Rd. Maint. (1200):
1. Discussion, consideration, and approval of the following salary adjustments, effective 01/01/2015:

Action	Dept/Program	Slot No.	Current Position Title	Current Budgeted Salary	Proposed Position Title	Proposed Budgeted Salary	Total Adjustment
Salary Adjustment (Increase)	123-001	0006	Supervisor	$30,900.00	Supervisor	$31,220.00	$320.00
Salary Adjustment (Increase)	123-005	0030	Mechanic II	$29,660.00	Mechanic II	$33,000.00	$3,340.00
Salary Adjustment (Increase)	123-005	0074	Heavy Equipment Operator III	$28,840.00	Heavy Equipment Operator III	$32,060.00	$3,220.00

2. Approval to waive Section 3.22 of the Civil Service Commission Rules and reclassify the following full-time position, as per sections 3.22-3.28 of the Civil Service Commission Rules, effective 01/01/2015.

Action	Dept/Program	Slot No.	Current Position Title	Current Budgeted Salary	Proposed Position Title	Proposed Budgeted Salary	Total Adjustment
Reclassify	123-005	0037	Maintenance II	$29,217.00	Traffic Safety Specialist I	$31,000.00	$1,783.00

3. Approval of Intra-departmental transfers.
4. Approval of revised salary schedules.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-4XX-XX-XXX-XXX-0-XXX

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

BUDGETARY IMPACT:

Funds available pending commissioners' court approval of AI-47757.

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-123-005-0-XXX

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

BUDGETARY IMPACT:

Funds available from Pct 3 R&B departmental budget. (see transfer)

Attachments

PAR Forms - Rd Maint (1200)
PAR Forms - Sanitation (1100)
Job Description - Traffic Safety Specialist
Fiscal Note - Sanitation (1100)
Transfer
Fiscal Note - Rd Maint (1200)
pARs
SS

Form Review

Inbox	Reviewed By	Date
Merlen P. Munoz	Merlen P. Munoz	12/12/2014 12:43 PM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Merlen P. Munoz		Started On: 12/11/2014 08:09 AM
Final Approval Date: 12/12/2014		

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Road & Bridge Pct. 3 123-005 **DATE:** 12-4-14

CURRENT POSITION TITLE: Heavy Equipment Operator III **CURRENT SLOT. #:**

REQUESTED POSITION TITLE:
(For new positions or reclassifications) Heavy Equipment Operator III 005-0074

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Salary Increase

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST: 28,840.00 @ As per Norma Caballos Pct 3

Salary Amount: $ ~~29,780.00~~ Current Budgeted Salary $ ~~33,000.00~~ 32,060.00 Proposed Budgeted Salary $ 3,220.00 @ Net Change

Position to be funded from one of the following:

☑ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐ _____

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☑	Non-Exempt	☑
N/A	☐		

~~JUSTIFICATION/PRIORITY:~~ (Explain why this position or ~~adjustment request~~ is essential)

All Heavy Equipment Operator III earning $ 33,000.- Bringing his salary to par with the Other employees.

NEW POSITION: Brief job description and attach a copy of the new job description.

sdfsdfsdf

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	sdfgsdfg HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Road & Bridge Pct. 3 123-005 **DATE:**

CURRENT POSITION TITLE: mechanic II **CURRENT SLOT. #:**

REQUESTED POSITION TITLE: mechanic II 005-030
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Salary Increase

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 29,660.00 (Current Budgeted Salary) $ 33,000.00 (Proposed Budgeted Salary) $ 3,340.00 @ (Net Change)

Position to be funded from one of the following:

@ ☑ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐ _____ Enter hourly rate for temp. positions

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☑	Non-Exempt	☑
N/A	☐		

~~JUSTIFICATION/PRIORITY:~~ ~~(Explain why this position or adjustment request is essential)~~

Mr. Galindo is overseeing responsibilities of Head Mechanic.

NEW POSITION: Brief job description and attach a copy of the new job description.

sdfsdfsdf

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	sdfgsdfg HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Road & Bridge Pct. 3 123-005 **DATE:** 12-4-14

CURRENT POSITION TITLE: Maintenance II @ **CURRENT SLOT. #:**

REQUESTED POSITION TITLE: Traffic Safety Specialist I 005-037
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☑ Position Reclassification* ☐ Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 29,217.00 (Current Budgeted Salary) $ 31,000.00 (Proposed Budgeted Salary) $ 1,783.00 @ (Net Change)

Position to be funded from one of the following:

☑ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐ _____

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☑	Non-Exempt	☑
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

NEW POSITION: Brief job description and attach a copy of the new job description.

sdfsdfsdf

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	sdfgsdfg HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
ROAD & BRIDGE
PAVED/UNPAVED

Job Title:	Traffic Safety Specialist I	FLSA Status:	Non-Exempt
Department:	2121, 2521, 3121, 3521	Civil Service Status:	Non-Exempt

SUMMARY

Maintains safe conditions on all county roads and bridges within Precinct. Employee will be responsible for all county road traffic control signs/devices.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Installs all road signs within the precinct.
- May operate chainsaw to clear brush from right of way.
- May drive county vehicle to haul materials to and from the worksite.
- Tamps, packs and levels dirt, gravel or asphalt.
- Uses hand tools to dig holes.
- May assist in installing, assembling and maintaining barricades.
- Loads materials, trash, brush, etc., onto truck. May sometimes unload the same.
- Checks daily construction schedule to keep appraised of materials needed on the job.
- Regular attendance is a must.
- Ability to work well with others.

QUALIFICATION REQUIREMENTS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE

- High School diploma or general education degree (GED) preferred; and
- Any equivalent combination of experience and training, which provides the required knowledge, skills and abilities to perform duties.

CERTIFICATES, LICENSES, REGISTRATIONS

- Must possess valid Texas Motor Vehicle Operator's license;
- Must be able to be insured by County's insurance carrier.

OTHER SKILLS AND ABILITIES

- Must have basic knowledge of hand tools associated with manual labor and the minor repair of the equipment.
- Employees working in the installation of signs may use a jackhammer, pole hole digger, hole auger, air compressor, etc., but all employees will be trained on the job to handle such tools.

- Ability to read and interpret documents such as safety rules, maintenance instructions and procedure manuals.
- Bilingual ability (Spanish and English) with the ability to converse fluently in both languages, preferred.
- Ability to calculate figures and amounts such as simple addition, subtraction, multiplication, and division in all units of measure.
- Ability to solve simple and common sense problems and interpret simple instructions furnished in written, oral, diagram or schedule form.
- Ability to understand, follow and give oral and written instructions.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand. The employee is required to walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, and kneel.

The employee must occasionally lift and/or move over fifty (50) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job

Must be able to perform heavy manual labor outdoors, within a five (5) day forty (40) hour week, with exposure to hazards and conditions involving extremes of heat and cold.

The noise level in the work environment is usually loud.

SAFETY REQUIREMENTS

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle work environments and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM

Required to follow all department's safety regulations.

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Sanitation Pct 3 123-001 **DATE:** 12-4-14

CURRENT POSITION TITLE: Supervisor **CURRENT SLOT. #:** 001-006

REQUESTED POSITION TITLE: Supervisor
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Salary Increase

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST: $30,900.00 $31,220.00 As per Norma Caballos Pct 3.

Salary Amount:	$ ~~31,680.00~~	$ ~~32,000.00~~	$ 320.00 (2)
	Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Position to be funded from one of the following:

(2) ☑ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☑ Other Funding from the deletion of Co wide Adm positions. (1)

POSITION Type:

Full Time Employee Object 113	☑	Part Time Employee Object 114	☐	
Full Time Temporary Object 121	☐	Part Time Temporary Object 122	☐	$ _____ Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☑	Non-Exempt	☑
N/A	☐		

~~JUSTIFICATION/PRIORITY:~~ (Explain why this position or adjustment request is essential)

He is assigned supervising duties when supervisor is out. He oversees employees and landfill operations. He is also licensed to operate landfill.

NEW POSITION: Brief job description and attach a copy of the new job description.

sdfsdfsdf

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	sdfgsdfg HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
ROAD & BRIDGE
PAVED/UNPAVED

Job Title:	Traffic Safety Specialist I	FLSA Status:	Non-Exempt
Department:	2121, 2521, 3121, 3521	Civil Service Status:	Non-Exempt

SUMMARY

Maintains safe conditions on all county roads and bridges within Precinct. Employee will be responsible for all county road traffic control signs/devices.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Installs all road signs within the precinct.
- May operate chainsaw to clear brush from right of way.
- May drive county vehicle to haul materials to and from the worksite.
- Tamps, packs and levels dirt, gravel or asphalt.
- Uses hand tools to dig holes.
- May assist in installing, assembling and maintaining barricades.
- Loads materials, trash, brush, etc., onto truck. May sometimes unload the same.
- Checks daily construction schedule to keep appraised of materials needed on the job.
- Regular attendance is a must.
- Ability to work well with others.

QUALIFICATION REQUIREMENTS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE

- High School diploma or general education degree (GED) preferred; and
- Any equivalent combination of experience and training, which provides the required knowledge, skills and abilities to perform duties.

CERTIFICATES, LICENSES, REGISTRATIONS

- Must possess valid Texas Motor Vehicle Operator's license;
- Must be able to be insured by County's insurance carrier.

OTHER SKILLS AND ABILITIES

- Must have basic knowledge of hand tools associated with manual labor and the minor repair of the equipment.
- Employees working in the installation of signs may use a jackhammer, pole hole digger, hole auger, air compressor, etc., but all employees will be trained on the job to handle such tools.

- Ability to read and interpret documents such as safety rules, maintenance instructions and procedure manuals.
- Bilingual ability (Spanish and English) with the ability to converse fluently in both languages, preferred.
- Ability to calculate figures and amounts such as simple addition, subtraction, multiplication, and division in all units of measure.
- Ability to solve simple and common sense problems and interpret simple instructions furnished in written, oral, diagram or schedule form.
- Ability to understand, follow and give oral and written instructions.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand. The employee is required to walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, and kneel.

The employee must occasionally lift and/or move over fifty (50) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job

Must be able to perform heavy manual labor outdoors, within a five (5) day forty (40) hour week, with exposure to hazards and conditions involving extremes of heat and cold.

The noise level in the work environment is usually loud.

SAFETY REQUIREMENTS

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle work environments and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM

Required to follow all department's safety regulations.

Hidalgo County
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, December 16, 2014** **Agenda Item:** 47762

Summary of request/proposal:
Pct 3 Sanitation (1100):
Approval of salary adjustment (increase) the following full-time positions, effective 01/01/2015:

Fund	Position	Slot#	Obj	Current Budgeted Salary	Proposed Budgeted Salary	Total Requested
1100	SUPERVISOR	0006	113	30,900.00	31,220.00	320.00
				30,900.00	31,220.00	320.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-432-00-123-001-0-	113	SANITATION PCT 3	REG F/T EMPLOYEES	$320.00
5-1100-432-00-123-001-0-	211	SANITATION PCT 3	HEALTH INSURANCE	$0.00
5-1100-432-00-123-001-0-	212	SANITATION PCT 3	LIFE INSURANCE	$0.00
5-1100-432-00-123-001-0-	220	SANITATION PCT 3	FICA	$24.48
5-1100-432-00-123-001-0-	230	SANITATION PCT 3	RETIREMENT	$34.02
5-1100-432-00-123-001-0-	250	SANITATION PCT 3	UNEMPLOYMENT COMP	$1.92
5-1100-432-00-123-001-0-	260	SANITATION PCT 3	WORKER'S COMP	$22.02
			2015 Budgetary Impact	$402.44

2016 Budgetary Impact: $402.44

Possible Funding Sources: Co. Wide Adm. Deleted Positions (AI-47757)

Comments:

Hidalgo Co. Budget Office
2/3/2005

DATE: December 16, 2014

DEPARTMENT HEAD: Sergio Cruz

AI - 47762

DEPARTMENT NAME: Dept of Budget & Mgmt for - Pct 3 Rd Maint

ACCOUNT NUMBER: 5-1200-431-00-123-005-0-XXX

SUBJECT: Intra Department Transfer

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
626	Gasoline	113	Reg F/T Employees	8,343.00
626	Gasoline	220	FICA	638.24
626	Gasoline	230	Retirement	886.86
626	Gasoline	250	Unemployment Comp	50.06
626	Gasoline	260	Workers Comp	574.00
			TOTAL	10,492.16

REASON: To fund personnel adjustment requested for various positions.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

Hidalgo County
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, December 16, 2014** **Agenda Item:** 47762

Summary of request/proposal:
Pct 3 Rd. Maint. (1200):
Approval of personnel changes for the following full-time positions, effective 01/01/2015:

Fund	Position	Slot#	Obj	Current Budgeted Salary	Proposed Budgeted Salary	Total Requested
1200	MECHANIC II	0030	113	29,660.00	33,000.00	3,340.00
1200	HEAVY EQUIPMENT OPERATOR III	0074	113	28,840.00	32,060.00	3,220.00
1200	MAINTENANCE II RECLASSIFY TO TRAFFIC SAFETY SPECIALIST I	0037	113	29,217.00	31,000.00	1,783.00
				87,717.00	96,060.00	8,343.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1200-431-00-123-005-0-	113	PCT 3 RD MAINT	REG F/T EMPLOYEES	$8,343.00
5-1200-431-00-123-005-0-	211	PCT 3 RD MAINT	HEALTH INSURANCE	$0.00
5-1200-431-00-123-005-0-	212	PCT 3 RD MAINT	LIFE INSURANCE	$0.00
5-1200-431-00-123-005-0-	220	PCT 3 RD MAINT	FICA	$638.24
5-1200-431-00-123-005-0-	230	PCT 3 RD MAINT	RETIREMENT	$886.86
5-1200-431-00-123-005-0-	250	PCT 3 RD MAINT	UNEMPLOYMENT COMP	$50.06
5-1200-431-00-123-005-0-	260	PCT 3 RD MAINT	WORKER'S COMP	$574.00
			2015 Budgetary Impact	$10,492.16

2016 Budgetary Impact: $10,492.16

Possible Funding Sources: Pct 3 Rd. Maint Operating Budget

Comments:

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
DEC 12 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Road & Bridge Pct. 3 123-005 **DATE:** 12-4-14

CURRENT POSITION TITLE: Maintenance II @ **CURRENT SLOT. #:**

REQUESTED POSITION TITLE: Traffic Safety Specialist I 005-037
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☑ Position Reclassification* ☐ Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 29,217.00 (Current Budgeted Salary) $ 31,000.00 (Proposed Budgeted Salary) $ 1,783.00 @ (Net Change)

Position to be funded from one of the following:

☑ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

_____ Enter hourly rate for temp. positions

$ _____ Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☑	Non-Exempt	☑
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

NEW POSITION: Brief job description and attach a copy of the new job description.

sdfsdfsdf

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES ☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES ☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES ☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE		

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
DEC 12 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Road & Bridge Pct. 3 123-005 **DATE:**

CURRENT POSITION TITLE: mechanic II **CURRENT SLOT. #:**

REQUESTED POSITION TITLE: mechanic II 005-030
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Salary Increase

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 29,660.00 (Current Budgeted Salary) $ 33,000.00 (Proposed Budgeted Salary) $ 3,340.00 @ (Net Change)

Position to be funded from one of the following:

@ ☑ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐ _____ Enter hourly rate for temp. positions

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☑	Non-Exempt	☑
N/A	☐		

~~JUSTIFICATION/PRIORITY:~~ (Explain why this position or adjustment request is essential)

Mr. Galindo is overseeing responsibilities of Head Mechanic.

NEW POSITION: Brief job description and attach a copy of the new job description.

sdfsdfsdf

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES ☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES ☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES ☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE		

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
DEC 12 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Road & Bridge Pct. 3 123-005 **DATE:** 12-4-14

CURRENT POSITION TITLE: Heavy Equipment Operator III **CURRENT SLOT. #:**

REQUESTED POSITION TITLE:
(For new positions or reclassifications) Heavy Equipment Operator III 005-0074

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Salary Increase

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST: 28,840.00 (a) As per Norma Caballos Pct 3

Salary Amount: $ ~~29,780.00~~ Current Budgeted Salary $ ~~33,000.00~~ 32,060.00 Proposed Budgeted Salary $ 3,220.00 (a) Net Change

Position to be funded from one of the following:

☑ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____ Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☑	Non-Exempt	☑
N/A	☐		

~~JUSTIFICATION/PRIORITY:~~ (~~Explain why this position or adjustment request is essential~~)

All Heavy Equipment Operator III earning $33,000.- Bringing his salary to par with the Other Employees.

NEW POSITION: Brief job description and attach a copy of the new job description.

sdfsdfsdf

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE 12.15.14	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	DATE 12/15/14	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
DEC 12 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Sanitation Pct 3 123-001 **DATE:** 12-4-14

CURRENT POSITION TITLE: Supervisor **CURRENT SLOT. #:** 001-006

REQUESTED POSITION TITLE: Supervisor
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Salary Increase

*Civil Service Positions are submitted to the Civil Service Commission.

As per Norma Ceballos Pct 3.

POSITION SALARY REQUEST: $30,900.00 $31,220.00

Salary Amount: $ ~~31,680.00~~ Current Budgeted Salary $ ~~32,000.00~~ Proposed Budgeted Salary $ 320.00 Net Change

Position to be funded from one of the following:

☑ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☑ Other Funding from the deletion of Co Wide Adm positions.

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☑	Non-Exempt	☑
N/A	☐		

~~JUSTIFICATION/PRIORITY:~~ (Explain why this position or adjustment request is essential)

He is assigned supervising duties when ~~Supervisor~~ Director per Ms. Farris is out. He oversees employees and landfill operations. He is also licensed to operate landfill.

NEW POSITION: Brief job description and attach a copy of the new job description.

sdfsdfsdf

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES ☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 12-15-14	PERSONNEL PROCEDURES COMPLETED	☑ YES ☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 12/15/14	BUDGET PROCEDURES COMPLETED	☐ YES ☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE		

HIDALGO COUNTY
ROAD & BRIDGE
PAVED/UNPAVED

Job Title:	Traffic Safety Specialist I	FLSA Status:	Non-Exempt
Department:	2121, 2521, 3121, 3521	Civil Service Status:	Non-Exempt

SUMMARY

Maintains safe conditions on all county roads and bridges within Precinct. Employee will be responsible for all county road traffic control signs/devices.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Installs all road signs within the precinct.
- May operate chainsaw to clear brush from right of way.
- May drive county vehicle to haul materials to and from the worksite.
- Tamps, packs and levels dirt, gravel or asphalt.
- Uses hand tools to dig holes.
- May assist in installing, assembling and maintaining barricades.
- Loads materials, trash, brush, etc., onto truck. May sometimes unload the same.
- Checks daily construction schedule to keep appraised of materials needed on the job.
- Regular attendance is a must.
- Ability to work well with others.

QUALIFICATION REQUIREMENTS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE

- High School diploma or general education degree (GED) preferred; and
- Any equivalent combination of experience and training, which provides the required knowledge, skills and abilities to perform duties.

CERTIFICATES, LICENSES, REGISTRATIONS

- Must possess valid Texas Motor Vehicle Operator's license;
- Must be able to be insured by County's insurance carrier.

OTHER SKILLS AND ABILITIES

- Must have basic knowledge of hand tools associated with manual labor and the minor repair of the equipment.
- Employees working in the installation of signs may use a jackhammer, pole hole digger, hole auger, air compressor, etc., but all employees will be trained on the job to handle such tools.

- Ability to read and interpret documents such as safety rules, maintenance instructions and procedure manuals.
- Bilingual ability (Spanish and English) with the ability to converse fluently in both languages, preferred.
- Ability to calculate figures and amounts such as simple addition, subtraction, multiplication, and division in all units of measure.
- Ability to solve simple and common sense problems and interpret simple instructions furnished in written, oral, diagram or schedule form.
- Ability to understand, follow and give oral and written instructions.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand. The employee is required to walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, and kneel.

The employee must occasionally lift and/or move over fifty (50) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job

Must be able to perform heavy manual labor outdoors, within a five (5) day forty (40) hour week, with exposure to hazards and conditions involving extremes of heat and cold.

The noise level in the work environment is usually loud.

SAFETY REQUIREMENTS

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle work environments and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM

Required to follow all department's safety regulations.

HIDALGO COUNTY
COMMISSIONER COURT
2015 SALARY SCHEDULE

5-1100-432-00-123-001-0

AI - 47762

SANITATION PCT 3

Slot #	Obj Code	POSITION TITLE	2014 BUDGETED SALARY	2015 ADJUSTED SALARY	2015 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2015 BUDGETED SALARY APPROVED	2015 ACTUAL SALARY	Other Allowances					2015 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	SANIT DIRECTOR	$49,749.00	$0.00	$49,749.00	0	$0.00	$0.00	$49,749.00	$0.00	$600.00	$0.00	$0.00	$0.00	$0.00	$600.00
0004	113	HEAVY EQUIPMENT OPERATOR II	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$0.00	$900.00	$0.00	$0.00	$0.00	$0.00	$900.00
0005	113	HEAVY EQUIPMENT OPERATOR II	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		APPROVAL TO INCREASE THE BUDGETED SALARY FOR THE FOLLOWING FULL TIME POSITION:						$320.00	$31,220.00							
0006	113	SUPERVISOR	$30,900.00	$0.00	$30,900.00	0	$0.00	$0.00	$30,900.00	$0.00	$900.00	$0.00	$0.00	$0.00	$0.00	$900.00
0007	113	TRUCK DRIVER III	$32,960.00	$0.00	$32,960.00	0	$0.00	$0.00	$32,960.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0008	113	TRUCK DRIVER III	$32,960.00	$0.00	$32,960.00	0	$0.00	$0.00	$32,960.00	$0.00	$480.00	$0.00	$0.00	$0.00	$0.00	$480.00
0011	113	TRUCK DRIVER III	$32,960.00	$0.00	$32,960.00	0	$0.00	$0.00	$32,960.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0012	113	MAINTENANCE I	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$0.00	$600.00	$0.00	$0.00	$0.00	$0.00	$600.00
0013	113	MAINTENANCE I	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$0.00	$600.00	$0.00	$0.00	$0.00	$0.00	$600.00
0014	113	MAINTENANCE I	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$0.00	$480.00	$0.00	$0.00	$0.00	$0.00	$480.00
0015	113	MAINTENANCE I	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$0.00	$480.00	$0.00	$0.00	$0.00	$0.00	$480.00
0016	113	MAINTENANCE I	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$0.00	$480.00	$0.00	$0.00	$0.00	$0.00	$480.00
0017	113	MAINTENANCE I	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
0020	113	MAINTENANCE I	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0021	113	MAINTENANCE I	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0027	113	MAINTENANCE I	$25,626.00	$0.00	$25,626.00	0	$0.00	$0.00	$25,626.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0028	113	MAINTENANCE I	$25,626.00	$0.00	$25,626.00	0	$0.00	$0.00	$25,626.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0030	113	MAINTENANCE I	$25,626.00	$0.00	$25,626.00	0	$0.00	$0.00	$25,626.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0031	113	MAINTENANCE I	$25,626.00	$0.00	$25,626.00	0	$0.00	$0.00	$25,626.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0032	113	MAINTENANCE I	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$540.00
0033	113	HEAVY EQUIPMENT OPERATOR III	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0034	113	MAINTENANCE II	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0035	113	MAINTENANCE I	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0036	113	MAINTENANCE I	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0037	113	MAINTENANCE I	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0038	113	TRUCK DRIVER III	$32,960.00	$0.00	$32,960.00	0	$0.00	$0.00	$32,960.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0039	113	OFFICE CLERK	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0040	113	TRUCK DRIVER III	$32,960.00	$0.00	$32,960.00	0	$0.00	$0.00	$32,960.00	$0.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$1,140.00
0041	113	TRUCK DRIVER III	$32,960.00	$0.00	$32,960.00	0	$0.00	$0.00	$32,960.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0042	113	MAINTENANCE I	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
0043	113	MAINTENANCE I	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0046	113	MAINTENANCE I	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0047	113	MAINTENANCE I	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0048	113	TRUCK DRIVER III	$32,960.00	$0.00	$32,960.00	0	$0.00	$0.00	$32,960.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
			$1,019,513.00	$0.00	$1,019,513.00		$0.00	$320.00	$1,019,833.00	$0.00	$9,660.00	$0.00	$0.00	$0.00	$0.00	$9,660.00

APPROVAL OF THE ABOVE HIGHLIGHTED PERSONNEL ACTIONS ARE PENDING CC APPROVAL.

HIDALGO COUNTY
COMMISSIONER COURT
2015 SALARY SCHEDULE

5-1200-431-00-123-005-0

AI - 47762

PCT 3 RD MAINTENANCE

Slot #	Obj Code	POSITION TITLE	2014 BUDGETED SALARY	2015 ADJUSTED SALARY	2015 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2015 BUDGETED SALARY APPROVED	2015 ACTUAL SALARY	Other Allowances					2015 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	CHIEF ADMINISTRATOR	$86,888.00	$0.00	$86,888.00	0	$0.00	$0.00	$86,888.00	$0.00	$660.00	$0.00	$0.00	$0.00	$0.00	$660.00
0002	113	COORDINATOR	$83,411.00	$0.00	$83,411.00	0	$0.00	$0.00	$83,411.00	$0.00	$1,555.19	$0.00	$0.00	$0.00	$0.00	$1,555.19
0003	113	EXECUTIVE ASST	$64,876.00	$0.00	$64,876.00	0	$0.00	$0.00	$64,876.00	$0.00	$835.84	$0.00	$0.00	$0.00	$0.00	$835.84
0004	113	FIELD OPERATIONS DIRECTOR	$62,559.00	$0.00	$62,559.00	0	$0.00	$0.00	$62,559.00	$0.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$1,200.00
0005	113	ASSISTANT FIELD OPERATIONS DIRECTOR	$56,238.00	$0.00	$56,238.00	0	$0.00	$0.00	$56,238.00	$0.00	$701.82	$0.00	$0.00	$0.00	$0.00	$701.82
0007	113	ADMIN AIDE	$46,806.00	$0.00	$46,806.00	0	$0.00	$0.00	$46,806.00	$0.00	$660.00	$0.00	$0.00	$0.00	$0.00	$660.00
0008	113	PAVING SUPVSR	$44,664.00	$0.00	$44,664.00	0	$0.00	$0.00	$44,664.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$540.00
0009	113	COMM LIAISON	$42,313.00	$0.00	$42,313.00	0	$0.00	$0.00	$42,313.00	$0.00	$480.00	$0.00	$0.00	$0.00	$0.00	$480.00
0010	113	MECHANIC III	$43,260.00	$0.00	$43,260.00	0	$0.00	$0.00	$43,260.00	$0.00	$900.00	$0.00	$0.00	$0.00	$0.00	$900.00
0011	113	MAINTENANCE III	$38,934.00	$0.00	$38,934.00	0	$0.00	$0.00	$38,934.00	$0.00	$780.00	$0.00	$0.00	$0.00	$0.00	$780.00
0013	113	HEAVY EQUIPMENT OPERATOR III	$34,608.00	$0.00	$34,608.00	0	$0.00	$0.00	$34,608.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
0014	113	HEAVY EQUIPMENT OPERATOR III	$34,608.00	$0.00	$34,608.00	0	$0.00	$0.00	$34,608.00	$0.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$1,140.00
0015	113	HEAVY EQUIPMENT OPERATOR III	$34,608.00	$0.00	$34,608.00	0	$0.00	$0.00	$34,608.00	$0.00	$1,500.00	$0.00	$0.00	$0.00	$0.00	$1,500.00
0016	113	HEAVY EQUIPMENT OPERATOR II	$34,608.00	$0.00	$34,608.00	0	$0.00	$0.00	$34,608.00	$0.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$1,020.00
0017	113	HEAVY EQUIPMENT OPERATOR II	$34,608.00	$0.00	$34,608.00	0	$0.00	$0.00	$34,608.00	$0.00	$660.00	$0.00	$0.00	$0.00	$0.00	$660.00
0018	113	HEAVY EQUIPMENT OPERATOR II	$34,608.00	$0.00	$34,608.00	0	$0.00	$0.00	$34,608.00	$0.00	$480.00	$0.00	$0.00	$0.00	$0.00	$480.00
0019	113	HEAVY EQUIPMENT OPERATOR II	$34,608.00	$0.00	$34,608.00	0	$0.00	$0.00	$34,608.00	$0.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$1,200.00
0020	113	HEAVY EQUIPMENT OPERATOR II	$34,608.00	$0.00	$34,608.00	0	$0.00	$0.00	$34,608.00	$0.00	$840.00	$0.00	$0.00	$0.00	$0.00	$840.00
0022	113	HEAVY EQUIPMENT OPERATOR III	$34,608.00	$0.00	$34,608.00	0	$0.00	$0.00	$34,608.00	$0.00	$480.00	$0.00	$0.00	$0.00	$0.00	$480.00
0023	113	TRUCK DRIVER II	$32,960.00	$0.00	$32,960.00	0	$0.00	$0.00	$32,960.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0024	113	SUPERVISOR	$36,771.00	$0.00	$36,771.00	0	$0.00	$0.00	$36,771.00	$0.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$1,020.00
0026	113	TRUCK DRIVER II	$32,960.00	$0.00	$32,960.00	0	$0.00	$0.00	$32,960.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0027	113	TRUCK DRIVER II	$32,960.00	$0.00	$32,960.00	0	$0.00	$0.00	$32,960.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$540.00
		APPROVAL TO INCREASE THE BUDGETED SALARY FOR THE FOLLOWING FULL TIME POSITION:						**$3,340.00**	**$33,000.00**							
0030	**113**	**MECHANIC II**	**$29,660.00**	**$0.00**	**$29,660.00**	**0**	**$0.00**	**~~$0.00~~**	**~~$29,660.00~~**	**$0.00**	**$300.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$300.00**
0031	113	INVOICE CLERK	$29,339.00	$0.00	$29,339.00	0	$0.00	$0.00	$29,339.00	$0.00	$551.71	$0.00	$0.00	$0.00	$0.00	$551.71
0032	113	TRUCK DRIVER II	$32,960.00	$0.00	$32,960.00	0	$0.00	$0.00	$32,960.00	$0.00	$600.00	$0.00	$0.00	$0.00	$0.00	$600.00
0033	113	TRUCK DRIVER III	$32,960.00	$0.00	$32,960.00	0	$0.00	$0.00	$32,960.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$540.00
0034	113	TRUCK DRIVER II	$32,960.00	$0.00	$32,960.00	0	$0.00	$0.00	$32,960.00	$0.00	$900.00	$0.00	$0.00	$0.00	$0.00	$900.00
0035	113	TRUCK DRIVER II	$32,960.00	$0.00	$32,960.00	0	$0.00	$0.00	$32,960.00	$0.00	$900.00	$0.00	$0.00	$0.00	$0.00	$900.00
		APPROVAL TO RECLASSIFY THE FOLLOWING FULL TIME POSITION & INCREASE THE BUDGETED SALARY:						**$1,783.00**	**$31,000.00**							
0037	**113**	**~~MAINTENANCE II~~ TRAFFIC SAFETY SPECIALIST I**	**$29,217.00**	**$0.00**	**$29,217.00**	**0**	**$0.00**	**~~$0.00~~**	**~~$29,217.00~~**	**$0.00**	**$300.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$300.00**
0038	113	MAINTENANCE II	$29,032.00	$0.00	$29,032.00	0	$0.00	$0.00	$29,032.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0039	113	TRUCK DRIVER I	$34,608.00	$0.00	$34,608.00	0	$0.00	$0.00	$34,608.00	$0.00	$900.00	$0.00	$0.00	$0.00	$0.00	$900.00
0040	113	MAINTENANCE I	$30,900.00	$0.00	$30,900.00	0	$0.00	$0.00	$30,900.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0041	113	TRF SA/SPC II	$28,959.00	$0.00	$28,959.00	0	$0.00	$0.00	$28,959.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0042	113	MAINTENANCE I	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0043	113	HEAVY EQUIPMENT OPERATOR III	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0046	113	MAINTENANCE III	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$540.00
0047	113	TRUCK DRIVER II	$32,960.00	$0.00	$32,960.00	0	$0.00	$0.00	$32,960.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0049	113	TRF SA/SPC II	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$0.00	$660.00	$0.00	$0.00	$0.00	$0.00	$660.00
0050	113	MAINTENANCE I	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0051	113	MAINTENANCE I	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$0.00	$720.00	$0.00	$0.00	$0.00	$0.00	$720.00
0053	113	CUSTODIAN	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$0.00	$780.00	$0.00	$0.00	$0.00	$0.00	$780.00

0054	113	HEAVY EQUIPMENT OPERATOR II	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0055	113	MAINTENANCE I	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$0.00	$480.00	$0.00	$0.00	$0.00	$0.00	$480.00
0056	113	MAINTENANCE I	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
0058	113	MAINTENANCE I	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0060	113	MAINTENANCE I	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0061	113	MAINTENANCE I	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0062	113	MAINTENANCE I	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0063	113	TIRE REPAIR	$30,900.00	$0.00	$30,900.00	0	$0.00	$0.00	$30,900.00	$0.00	$480.00	$0.00	$0.00	$0.00	$0.00	$480.00
0067	113	WELDER	$33,743.00	$0.00	$33,743.00	0	$0.00	$0.00	$33,743.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0072	113	HEAVY EQUIPMENT OPERATOR III	$34,608.00	$0.00	$34,608.00	0	$0.00	$0.00	$34,608.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		APPROVAL TO INCREASE THE BUDGETED SALARY FOR THE FOLLOWING FULL TIME POSITION:						**$3,220.00**	**$32,060.00**							
0074	**113**	**HEAVY EQUIPMENT OPERATOR III**	**$28,840.00**	**$0.00**	**$28,840.00**	**0**	**$0.00**	**~~$0.00~~**	**~~$28,840.00~~**	**$0.00**	**$960.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$960.00**
0075	113	HEAVY EQUIPMENT OPERATOR III	$34,608.00	$0.00	$34,608.00	0	$0.00	$0.00	$34,608.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0077	113	HUMAN RESOURCES COORDINATOR II	$43,260.00	$0.00	$43,260.00	0	$0.00	$0.00	$43,260.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0078	113	MAINTENANCE II	$32,960.00	$0.00	$32,960.00	0	$0.00	$0.00	$32,960.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0079	113	ASSISTANT FIELD OPERATIONS DIRECTOR	$53,291.00	$0.00	$53,291.00	0	$0.00	$0.00	$53,291.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0080	113	HEAVY EQUIPMENT OPERATOR I	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0081	113	HEAVY EQUIPMENT OPERATOR I	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0082	113	RIGHT OF WAY AGENT V	$64,349.00	$0.00	$64,349.00	0	$0.00	$0.00	$64,349.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0083	113	RIGHT OF WAY AGENT V	$64,349.00	$0.00	$64,349.00	0	$0.00	$0.00	$64,349.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0084	113	TRUCK DRIVER III	$32,960.00	$0.00	$32,960.00	0	$0.00	$0.00	$32,960.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0085	113	EXCAVATOR/HEAVY EQUIPMENT OPERATOR	$41,638.00	$0.00	$41,638.00	0	$0.00	$0.00	$41,638.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
0087	113	CLERK III	$42,000.00	$0.00	$42,000.00	0	$0.00	$0.00	$42,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0091	113	MAINTENANCE I	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0095	113	MAINTENANCE I	$28,000.00	$0.00	$28,000.00	0	$0.00	$0.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0097	113	RECEPTIONIST/CLERK	$28,000.00	$0.00	$28,000.00	0	$0.00	$0.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0099	113	ASSISTANT PAVING SUPERVISOR	$34,000.00	$0.00	$34,000.00	0	$0.00	$0.00	$34,000.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
			$2,511,373.00	$0.00	$2,511,373.00		$0.00	$8,343.00	$2,519,716.00	$0.00	$31,124.56	$0.00	$0.00	$0.00	$0.00	$31,124.56

APPROVAL OF THE ABOVE HIGHLIGHTED PERSONNEL ACTIONS ARE PENDING CC APPROVAL.

AI -47788 **Human Resources** **9. D.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Damaris San Miguel,
BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

430th District Court(1100):

1. Approval of salary adjustments for the following position effective 1/1/2015:

SLOT NO.	POSITION TITLE	2015 BUDGETED SALARY	2015 PROPOSED SALARY	TOTAL ADJUSTMENT
0002	COURT COORDINATOR	64,890.00	70,000.00	5,110.00

2. Approval of intra-departmental transfer
3. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 1100-412-00-010-001-0

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

BUDGETARY IMPACT:

$6,083.46 that will be transfer from current department's operating budget.

Attachments

Fiscal Note
TRANSFER
PARS
2015 Revised Salary Schedule

Form Review

Inbox	Reviewed By	Date
Damaris San Miguel	Damaris San Miguel	12/11/2014 04:01 PM
Budget & Management	Veronica Ortiz	12/11/2014 04:04 PM

Human Resources	Diana Munoz	12/12/2014 10:28 AM
Obdett Calzada	Obdett Calzada	12/12/2014 06:29 PM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM

Form Started By: Damaris San Miguel Started On: 12/11/2014 03:11 PM

Final Approval Date: 12/12/2014

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, December 16, 2014

Agenda Item: 47788

Summary of request/proposal:
Approval of salary adjustment for the following position effective 1/1/2015

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Court Coordinator	0002	113	64,890.00	70,000.00	5,110.00
				64,890.00	70,000.00	5,110.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-412-00-010-001-0	113	430th DC	REGULAR FULL TIME	$5,110.00
5-1100-412-00-010-001-0	211	430th DC	HEALTH INSURANCE	$0.00
5-1100-412-00-010-001-0	212	430th DC	LIFE INSURANCE	$0.00
5-1100-412-00-010-001-0	220	430th DC	FICA	$390.92
5-1100-412-00-010-001-0	230	430th DC	RETIREMENT	$543.19
5-1100-412-00-010-001-0	250	430th DC	UNEMPLOYMENT COMP	$30.66
5-1100-412-00-010-001-0	260	430th DC	WORKER'S COMP	$8.69
			2015 Budgetary Impact	$6,083.46

2016 Budgetary Impact: $6,083.46

Possible Funding Sources: **430th DC operating budget.**

Comments:

Hidalgo Co. Budget Office
2/3/2005

DATE: December 16, 2014

2015
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management
430th DC

ACCOUNT NUMBER: 5-1100-412-00-010-001-0-XXX

Contact Person: Obdett Calzada **Ph#:** (956) 292-7025 Ext. 5419

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
583	OUT OF COUNTY TRAVEL	113	REG F/T EMPLOYEES	$2,110.00
601	OFFICE AND COMPUTER SUPPLIES	113	REG F/T EMPLOYEES	$3,000.00
601	OFFICE AND COMPUTER SUPPLIES	220	FICA	$390.92
601	OFFICE AND COMPUTER SUPPLIES	230	RETIREMENT	$543.19
601	OFFICE AND COMPUTER SUPPLIES	250	UNEMPLOYMENT COMP	$30.66
601	OFFICE AND COMPUTER SUPPLIES	260	WORKERS COMP	$8.69
			TOTAL	$6,083.46

REASON:
To fund salary adjustment increase for slot no. 0002 for FY 2015.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUN 27 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: 430th District Court (010-001) **DATE:** 6/2/14

CURRENT POSITION TITLE: Court Coordinator **CURRENT SLOT. #:** 0002

REQUESTED POSITION TITLE: N/A
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other ~~Salary~~ Salary Adjustment (Increase)

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 64,890.00 Current Budgeted Salary $ 70,000.00 Proposed Budgeted Salary $ 5,110.00 Net Change

2014 JUN 27 PM 3 13
HIDALGO COUNTY
BUDGET OFFICE

Position to be funded from one of the following:

☒ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other 5-1100-412-00-010-001-0-xxx

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☒	Exempt	☐
Non-Exempt	☐	Non-Exempt	☒
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

The 430th District Court handles civil, criminal, juvenile, tax, child welfare cases and family violence cases. My staff has taken many responsibilities and assignments with the additional case load. Our Court has tried over 100 criminal and civil cases in the short time we have been here which also adds to the extra workload. My staff, including Ms. Salinas, does their work without complaints.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD Judge Israel Ramon, Jr.	6/2/14 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	[X] YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR Esther A. Cortez/jpc	06.27.14 DATE	PERSONNEL PROCEDURES COMPLETED	[X] YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/15/14 DATE	BUDGET PROCEDURES COMPLETED	[ ] YES	[ ] NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
COMMISSIONER COURT
2015 SALARY SCHEDULE

5-1100-412-00-010-001-0

AI - 47788

430TH DC

Slot #	Obj Code	POSITION TITLE	2014 BUDGETED SALARY	2015 ADJUSTED SALARY	2015 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2015 BUDGETED SALARY APPROVED	2015 ACTUAL SALARY	Other Allowances					2015 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	111	DISTRICT JUDGE	$18,000.00	$0.00	$18,000.00	0	$0.00	$0.00	$18,000.00	$0.00	$0.00	$0.00	$0.00	$10,373.00	$0.00	$10,373.00
		APPROVAL OF SALARY ADJUSTMENT:					$5,110.00		$70,000.00							
0002	113	COURT COORDINATOR	~~$64,890.00~~	~~$0.00~~	~~$64,890.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$64,890.00~~	~~$0.00~~	$300.00	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	$300.00
0003	113	ASST CRT COOR	$44,290.00	$0.00	$44,290.00	0	$0.00	$0.00	$44,290.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
0004	113	COURT REPORTER	$79,681.00	$0.00	$79,681.00	0	$0.00	$0.00	$79,681.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0005	113	BAILIFF	$59,225.00	$0.00	$59,225.00	0	$0.00	$0.00	$59,225.00	$0.00	$960.00	$4,000.00	$0.00	$0.00	$0.00	$4,960.00
			$266,086.00	$0.00	$266,086.00		$5,110.00	$0.00	$271,196.00	$0.00	$1,560.00	$4,000.00	$0.00	$10,373.00	$0.00	$15,933.00

APPROVAL OF THE ABOVE HIGHLIGHTED PERSONNEL ACTIONS ARE PENDING CC APPROVAL.

AI -47803 **Human Resources** **9. E.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Public Defender (1100)/Public Defender-Juvenile Section (1282):
1. Discussion, consideration, and approval of the following personnel actions, effective 01/01/2015:

Action	Fund	Dept/Pgm	Slot No.	Position Title	Current Budgeted Salary	Proposed Budgeted Salary	Total Adjustment
Salary Adj.(Increase)	1100	085-003	0001	Public Defender II	$53,822.00	$56,238.00	$2,416.00
Salary Adj.(Increase)	1100	085-003	0003	Chief Public Defender	$89,981.00	$100,000.00	$10,019.00
Salary Adj.(Increase)	1100	085-003	0004	1st Assistant Public Defender	$67,800.00	$77,000.00	$9,200.00
Salary Adj.(Increase)	1100	085-003	0005	Public Defender II	$52,002.00	$56,238.00	$4,236.00
Salary Adj.(Increase)	1100	085-003	0006	Public Defender II	$52,002.00	$56,238.00	$4,236.00
Salary Adj.(Increase)	1100	085-003	0007	Public Defender II	$52,002.00	$53,822.00	$1,820.00
Salary Adj.(Increase)	1100	085-003	0008	Public Defender II	$56,238.00	$58,000.00	$1,762.00
Salary Adj.(Increase)	1100	085-003	0012	Public Defender II	$52,002.00	$56,238.00	$4,236.00
Salary Adj.(Increase)	1100	085-003	0018	Public Defender II	$50,487.00	$53,822.00	$3,335.00
Salary Adj.(Increase)/ Create Cost Allocation (1100)	1282	085-004	G001	Public Defender III	$60,655.00	$60,655.00	-0-
	1100	085-003	0019		-0-	$1,445.00	$1,445.00
Salary Adj. (Increase)/ Create Cost Allocation (1100)	1282	085-004	G002	Public Defender II	$52,002.00	$52,002.00	-0-
	1100	085-003	0020		-0-	$4,236.00	$4,236.00

2. Approval of inter-departmental transfer.
3. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-4XX-XX-XXX-00X-0-XXX

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

BUDGETARY IMPACT:

Funds available for the salary increases from the Co. Wide. Adm - Contingency account.

Attachments

Transfer
FN
SS
PAR

Form Review

Inbox	Reviewed By	Date
Merlen P. Munoz	Merlen P. Munoz	12/12/2014 03:02 PM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Merlen P. Munoz		Started On: 12/11/2014 05:19 PM
Final Approval Date: 12/12/2014		

DATE: December 12, 2014

2015

Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Public Defenders Office

ACCOUNT NUMBER: 5-1100-4XX-XX-XXX-00X-0-XXX

CONTACT PERSON: Merlen Munoz, Budget Analyst **PHONE:** (956) 292-7025 Ext. 5403

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM				
5-1100-415-00-115-002-0-	899	CO. WIDE ADM	CONTINGENCY	(55,855.11)
TO				
5-1100-412-30-085-003-0-	113	PUBLIC DEFENDERS	REG F/T EMPLOYEES	46,941.00
5-1100-412-30-085-003-0-	220	PUBLIC DEFENDERS	FICA	3,590.99
5-1100-412-30-085-003-0-	230	PUBLIC DEFENDERS	RETIREMENT	4,989.83
5-1100-412-30-085-003-0-	250	PUBLIC DEFENDERS	UNEMPLOYEMENT COMPENSATION	281.65
5-1100-412-30-085-003-0-	260	PUBLIC DEFENDERS	WORKERS' COMPENSATION	51.64
		TOTAL BUDGET INCREASE (DECREASE)		(0.00)

REASON: **To fund salary adjustments/increase for Public Defender's Office (AI-47803).**

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

Hidalgo County
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, December 16, 2014** **Agenda Item:** 47803

Summary of request/proposal:

Public Defender (1100):
Approval of salary adjustment (increase), including the creation of two cost allocations for the following full-time positions, effective 01/01/2015:

Fund	Position	Slot#	Obj	Current Budgeted Salary	Proposed Budgeted Salary	Total Requested
1100	PUBLIC DEFENDER II	0001	113	53,822.00	56,238.00	2,416.00
1100	CHIEF PUBLIC DEFENDER	0003	113	89,981.00	100,000.00	10,019.00
1100	1ST ASSISTANT PUBLIC DEFENDER	0004	113	67,800.00	77,000.00	9,200.00
1100	PUBLIC DEFENDER II	0005	113	52,002.00	56,238.00	4,236.00
1100	PUBLIC DEFENDER II	0006	113	52,002.00	56,238.00	4,236.00
1100	PUBLIC DEFENDER II	0007	113	52,002.00	53,822.00	1,820.00
1100	PUBLIC DEFENDER II	0008	113	56,238.00	58,000.00	1,762.00
1100	PUBLIC DEFENDER II	0012	113	52,002.00	56,238.00	4,236.00
1100	PUBLIC DEFENDER II	0018	113	50,487.00	53,822.00	3,335.00
1100	PUBLIC DEFENDER III	0019	113	-	1,445.00	1,445.00
1100	PUBLIC DEFENDER II	0020	113	-	4,236.00	4,236.00
				526,336.00	573,277.00	46,941.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-412-30-085-003-0-	113	PUBLIC DEFENDERS	REG F/T EMPLOYEES	$46,941.00
5-1100-412-30-085-003-0-	211	PUBLIC DEFENDERS	HEALTH INSURANCE	$0.00
5-1100-412-30-085-003-0-	212	PUBLIC DEFENDERS	LIFE INSURANCE	$0.00
5-1100-412-30-085-003-0-	220	PUBLIC DEFENDERS	FICA	$3,590.99
5-1100-412-30-085-003-0-	230	PUBLIC DEFENDERS	RETIREMENT	$4,989.83
5-1100-412-30-085-003-0-	250	PUBLIC DEFENDERS	UNEMPLOYMENT COMP	$281.65
5-1100-412-30-085-003-0-	260	PUBLIC DEFENDERS	WORKER'S COMP	$51.64
			2015 Budgetary Impact	$55,855.11

2016 Budgetary Impact: $55,855.11

Possible Funding Sources: Co. Wide Adm. - Contingency

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2015 SALARY SCHEDULE

5-1100-412-30-085-003-0

AI - 47803

Public Defender

Slot #	Obj Code	POSITION TITLE	2014 BUDGETED SALARY	2015 ADJUSTED SALARY	2015 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2015 BUDGETED SALARY APPROVED	2015 ACTUAL SALARY	Other Allowances					2015 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
		APPROVAL TO INCREASE THE BUDGETED SALARY FOR THE FOLLOWING FULL TIME POSITION:						$2,416.00	$56,238.00							
0001	113	PUBLIC DEFENDER II	$53,822.00	$0.00	$53,822.00	0	$0.00	$0.00	~~$53,822.00~~	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0002	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		APPROVAL TO INCREASE THE BUDGETED SALARY FOR THE FOLLOWING FULL TIME POSITION(S):						$10,019.00	$100,000.00							
0003	112	CHIEF PUBLIC DEFENDER	$89,981.00	$0.00	$89,981.00	0	$0.00	$0.00	~~$89,981.00~~	$0.00	$720.00	$0.00	$0.00	$0.00	$0.00	$720.00
								$9,200.00	$77,000.00							
0004	113	1st ASSISTANT PUBLIC DEFENDER	$67,800.00	$0.00	$67,800.00	0	$0.00	$0.00	~~$67,800.00~~	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
								$4,236.00	$56,238.00							
0005	113	PUBLIC DEFENDER II	$52,002.00	$0.00	$52,002.00	0	$0.00	$0.00	~~$52,002.00~~	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
								$4,236.00	$56,238.00							
0006	113	PUBLIC DEFENDER II	$52,002.00	$0.00	$52,002.00	0	$0.00	$0.00	~~$52,002.00~~	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
								$1,820.00	$53,822.00							
0007	113	PUBLIC DEFENDER II	$52,002.00	$0.00	$52,002.00	0	$0.00	$0.00	~~$52,002.00~~	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
								$1,762.00	$58,000.00							
0008	113	PUBLIC DEFENDER II	$56,238.00	$0.00	$56,238.00	0	$0.00	$0.00	~~$56,238.00~~	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0009	113	INVESTIGATOR I	$44,583.00	$0.00	$44,583.00	0	$0.00	$0.00	$44,583.00	$0.00	$600.00	$0.00	$0.00	$0.00	$0.00	$600.00
0010	113	INTAKE CLERK	$32,769.00	$0.00	$32,769.00	0	$0.00	$0.00	$32,769.00	$0.00	$480.00	$0.00	$0.00	$0.00	$0.00	$480.00
0011	113	ADMINISTRATIVE ASSISTANT III	$36,257.00	$0.00	$36,257.00	0	$0.00	$0.00	$36,257.00	$0.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$1,380.00
		APPROVAL TO INCREASE THE BUDGETED SALARY FOR THE FOLLOWING FULL TIME POSITION:						$4,236.00	$56,238.00							
0012	113	PUBLIC DEFENDER II	$52,002.00	$0.00	$52,002.00	0	$0.00	$0.00	~~$52,002.00~~	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0013	113	CLERK I	$19,121.00	$1,887.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		APPROVAL TO INCREASE THE BUDGETED SALARY FOR THE FOLLOWING FULL TIME POSITION:						$3,335.00	$53,822.00							
0018	113	PUBLIC DEFENDER II	$50,487.00	$0.00	$50,487.00	0	$0.00	$0.00	~~$50,487.00~~	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		APPROVAL TO CREATE THE FOLLOWING COST ALLOCATIONS:														
0019	113	PUBLIC DEFENDER III	$0.00	$1,445.00	$1,445.00		$0.00	$1,445.00	$1,445.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0020	113	PUBLIC DEFENDER II	$0.00	$4,236.00	$4,236.00		$0.00	$4,236.00	$4,236.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
			$683,153.00	$7,568.00	$690,721.00		$0.00	$46,941.00	$731,981.00	$0.00	$3,960.00	$0.00	$0.00	$0.00	$0.00	$3,960.00

APPROVAL OF THE ABOVE HIGHLIGHTED PERSONNEL ACTIONS ARE PENDING CC APPROVAL.

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PUBLIC DEFENDER (085-003) DATE: 12/12/2014

CURRENT POSITION TITLE: PUBLIC DEFENDER II CURRENT SLOT #: 0005

REQUESTED POSITION TITLE: PUBLIC DEFENDER II

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other SALARY ADJ. (INCREASE)

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount:

$ 52,002.00	$ 56,238.00	$ 4,236.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[X] Other Funds to be utilized from the Co. Wide Adm-Contingency

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:
Exempt [ ]
Non-Exempt [X]
N/A [ ]

FLSA:
Exempt [X]
Non-Exempt [ ]

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

THE HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE HAS RAISED THE SALARY FOR AN ENTRY LEVEL ASST. CRIMINAL DISTRICT ATTORNEY II TO $59,000.00. CURRENTLY, THE STARTING SALARY FOR AN ASST. PUBLIC DEFENDER IS $50,487.00. IN ORDER TO HIRE/RETAIN QUALITY ATTORNEYS AND REMAIN COMPETITIVE WITH REGARD TO ATTORNEY SALARIES, THE PUBLIC DEFENERS OFFICE IS HEREBY REQUESTING ADDITIONAL FUNDS TO MAINTAIN QUALITY REPRESENTATION FOR OUR INDIGENT CLIENTS

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

THE OFFICE OF THE PUBLIC DEFENDER HAS GROWN FROM 8 TO 18 EMPLOYEES IN THE PAST YEARS, TO INCLUDE THE FOLLOWING:
JUVENILE SECTION (4 FTE), THREE (3) ADDITIONAL ATTORNEY POSITIONS, A CLERK; ALONG WITH THE JUDICIAL SYSTEM ADDING (2)
COUNTY COURT AT LAWS (7&8) TO HIDALGO COUNTY ALONG WITH THE ADDITION OF THE FELONY CASELOAD

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	12/15/14 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☐	YES	☒ NO
2.	Esther A. Cortez by Sylvia Rios HUMAN RESOURCES DIRECTOR	12-15-14 Date	PERSONNEL PROCEDURES COMPLETED	☑	YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/12/14 Date	BUDGET PROCEDURES COMPLETED	☑	YES	☐ NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PUBLIC DEFENDER (085-003) DATE: 12/12/2014

CURRENT POSITION TITLE: PUBLIC DEFENDER II CURRENT SLOT #: 0001

REQUESTED POSITION TITLE: PUBLIC DEFENDER II

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other SALARY ADJ. (INCREASE)

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount:

$ 53,822.00	$ 56,238.00	$ 2,416.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[X] Other Funds to be utilized from the Co. Wide Adm-Contingency

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:
Exempt [ ]
Non-Exempt [X]
N/A [ ]

FLSA:
Exempt [X]
Non-Exempt [ ]

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

THE HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE HAS RAISED THE SALARY FOR AN ENTRY LEVEL ASST. CRIMINAL DISTRICT ATTORNEY II TO $59,000.00. CURRENTLY, THE STARTING SALARY FOR AN ASST. PUBLIC DEFENDER IS $50,487.00. IN ORDER TO HIRE/RETAIN QUALITY ATTORNEYS AND REMAIN COMPETITIVE WITH REGARD TO ATTORNEY SALARIES, THE PUBLIC DEFENERS OFFICE IS HEREBY REQUESTING ADDITIONAL FUNDS TO MAINTAIN QUALITY REPRESENTATION FOR OUR INDIGENT CLIENTS

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

THE OFFICE OF THE PUBLIC DEFENDER HAS GROWN FROM 8 TO 18 EMPLOYEES IN THE PAST YEARS, TO INCLUDE THE FOLLOWING:
JUVENILE SECTION (4 FTE), THREE (3) ADDITIONAL ATTORNEY POSITIONS, A CLERK; ALONG WITH THE JUDICIAL SYSTEM ADDING (2)
COUNTY COURT AT LAWS (7&8) TO HIDALGO COUNTY ALONG WITH THE ADDITION OF THE FELONY CASELOAD

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	12/5/14 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☐	YES	☒ NO
2.	Esther A. Cortez by Sylvia Rios HUMAN RESOURCES DIRECTOR	12-15-14 Date	PERSONNEL PROCEDURES COMPLETED	☑	YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/12/14 Date	BUDGET PROCEDURES COMPLETED	☑	YES	☐ NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PUBLIC DEFENDER (085-003) DATE: 12/12/2014

CURRENT POSITION TITLE: CHIEF PUBLIC DEFENDER CURRENT SLOT #: 0003

REQUESTED POSITION TITLE: CHIEF PUBLIC DEFENDER

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other SALARY ADJ. (INCREASE)

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount:

$ 89,981.00	$ 100,000.00	$ 10,019.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[X] Other Funds to be utilized from the Co. Wide Adm-Contingency

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:
Exempt [X]
Non-Exempt [ ]
N/A [ ]

FLSA:
Exempt [X]
Non-Exempt [ ]

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

BEFORE 2011, HIDALGO COUNTY PUBLIC DEFENDER'S OFFICE HANDLED ONLY MISDEMEANOR GRADE CASELOAD. AFTER 2011, THE CHIEF PUBLIC DEFENDER HAS SEEN HIS DUTIES INCREASE WITH THE ADDITION OF FELONY GRADE CASES ASSIGNED TO THE OFFICE. THE CHIEF PUBLIC DEFENDER IS RESPONSIBLE FOR HANDLING EVERY FELONY GRADE LEVEL CASE THAT IS APPOINTED TO THE OFFICE. ADDITIONALLY, THE CHIEF PUBLIC DEFENDER IS THE ATTORNEY OF RECORD FOR (7) SPECIALTY COURTS; DWI COURT (139TH DC);

VETERAN'S COURT (430TH DC); RE-ENTRY COURT (206TH DC); DRUG COURT (139TH DC); H.O.P.E. COURT (CCL#7);

PROTECTIVE ORDERS (430TH DC); CHILD WELFARE CASES.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

THE OFFICE OF THE PUBLIC DEFENDER HAS GROWN FROM 8 TO 18 EMPLOYEES IN THE PAST YEARS, TO INCLUDE THE FOLLOWING:

JUVENILE SECTION (4 FTE), (3) ADDITIONAL ATTORNEY POSITIONS; A CLERK; ALONG WITH THE JUDICIAL SYSTEM ADDING (2) COUNTY

COURT AT LAWS (7 & 8) TO HIDALGO COUNTY; ALONG WITH THE ADDITION OF THE FELONY CASELOAD ALONG WITH SEVEN (7) SPECIALTY

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	12/15/14 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☒ X	NO
2.	Esther A. Conway by Sylvia Rios HUMAN RESOURCES DIRECTOR	12.15.14 Date	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐	NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/12/14 Date	BUDGET PROCEDURES COMPLETED	☑ YES	☐	NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PUBLIC DEFENDER (085-003) DATE: 12/12/2014

CURRENT POSITION TITLE: 1ST ASSISTANT PUBLIC DEFENDER CURRENT SLOT #: 0004

REQUESTED POSITION TITLE: 1ST ASSISTANT PUBLIC DEFENDER

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other SALARY ADJ. (INCREASE)

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount:

$ 67,800.00 Current G&S/ Budgeted Salary $ 77,000.00 Proposed G&S/ Budgeted Salary $ 9,200.00 Net Change

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[X] Other Funds to be utilized from the Co. Wide Adm-Contingency

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[X]
Non-Exempt	[X]	Non-Exempt	[ ]
N/A	[ ]		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

SINCE 2011, HIDALGO COUNTY PUBLIC DEFENDER'S OFFICE HAS INCREASED BY SEVEN (7) EMPLOYEES INCLUDING FOUR (4) ATTORNEYS. WITH THE ADDITIONAL COUNTY COURT AT LAWS, THE 1ST ASSISTANT PUBLIC DEFENDER HAS MAINTAINED OVERSIGHT OF THE NEW EMPLOYEES WHILE HANDLING ADDITIONAL DUTIES, SUCH AS: DEFENDING PROTECTIVE ORDERS OUT OF THE 430TH DC; AND ASSITING IN ADVANCE FELONY CASES. MOREOVER, THE 1ST ASSISTANT HAS OVERSEEN THE DRUG COURT OUT OF THE 92ND DC AS WELL AS MONITOR

DEPARTMENT TIME SHEET AND TIME CLOCK FUNCTIONS.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

THE OFFICE OF THE PUBLIC DEFENDER HAS GROWN FROM 8 TO 18 EMPLOYEES IN THE PAST YEARS, TO INCLUDE THE FOLLOWING:
JUVENILE SECTION (4 FTE), (3) ADDITIONAL ATTORNEY POSITIONS; A CLERK; ALONG WITH THE JUDICIAL SYSTEM ADDING (2) COUNTY
COURT AT LAWS (7 & 8) TO HIDALGO COUNTY; ALONG WITH THE ADDITION OF THE FELONY CASELOAD ALONG WITH SEVEN (7) SPECIALTY

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	12/15/14 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☒ X	NO
2.	Esthela A. Lerenzy Sylvia Rios HUMAN RESOURCES DIRECTOR	12.15.14 Date	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐	NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/12/14 Date	BUDGET PROCEDURES COMPLETED	☑ YES	☐	NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PUBLIC DEFENDER (085-003) DATE: 12/12/2014

CURRENT POSITION TITLE: PUBLIC DEFENDER II CURRENT SLOT #: 0007

REQUESTED POSITION TITLE: PUBLIC DEFENDER II

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other SALARY ADJ. (INCREASE)

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount:

$ 52,002.00	$ 53,822.00	$ 1,820.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[X] Other Funds to be utilized from the Co. Wide Adm-Contingency

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:
Exempt [ ]
Non-Exempt [X]
N/A [ ]

FLSA:
Exempt [X]
Non-Exempt [ ]

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

THE HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE HAS RAISED THE SALARY FOR AN ENTRY LEVEL ASST. CRIMINAL DISTRICT ATTORNEY II TO $59,000.00. CURRENTLY, THE STARTING SALARY FOR AN ASST. PUBLIC DEFENDER IS $50,487.00. IN ORDER TO HIRE/RETAIN QUALITY ATTORNEYS AND REMAIN COMPETITIVE WITH REGARD TO ATTORNEY SALARIES, THE PUBLIC DEFENERS OFFICE IS HEREBY REQUESTING ADDITIONAL FUNDS TO MAINTAIN QUALITY REPRESENTATION FOR OUR INDIGENT CLIENTS

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

THE OFFICE OF THE PUBLIC DEFENDER HAS GROWN FROM 8 TO 18 EMPLOYEES IN THE PAST YEARS, TO INCLUDE THE FOLLOWING:
JUVENILE SECTION (4 FTE), THREE (3) ADDITIONAL ATTORNEY POSITIONS, A CLERK; ALONG WITH THE JUDICIAL SYSTEM ADDING (2)
COUNTY COURT AT LAWS (7&8) TO HIDALGO COUNTY ALONG WITH THE ADDITION OF THE FELONY CASELOAD

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	12/15/14 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☐	YES	☒ X	NO
2.	Esther A. Cortez by Sylvia Rios HUMAN RESOURCES DIRECTOR	12.15.14 Date	PERSONNEL PROCEDURES COMPLETED	☑	YES	☐	NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/12/14 Date	BUDGET PROCEDURES COMPLETED	☑	YES	☐	NO
4.	COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PUBLIC DEFENDER (085-003) DATE: 12/12/2014

CURRENT POSITION TITLE: PUBLIC DEFENDER II CURRENT SLOT #: 0006

REQUESTED POSITION TITLE: PUBLIC DEFENDER II

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other SALARY ADJ. (INCREASE)

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount:

$ 52,002.00	$ 56,238.00	$ 4,236.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[X] Other Funds to be utilized from the Co. Wide Adm-Contingency

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:
Exempt [ ]
Non-Exempt [X]
N/A [ ]

FLSA:
Exempt [X]
Non-Exempt [ ]

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

THE HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE HAS RAISED THE SALARY FOR AN ENTRY LEVEL ASST. CRIMINAL DISTRICT ATTORNEY II TO $59,000.00. CURRENTLY, THE STARTING SALARY FOR AN ASST. PUBLIC DEFENDER IS $50,487.00. IN ORDER TO HIRE/RETAIN QUALITY ATTORNEYS AND REMAIN COMPETITIVE WITH REGARD TO ATTORNEY SALARIES, THE PUBLIC DEFENERS OFFICE IS HEREBY REQUESTING ADDITIONAL FUNDS TO MAINTAIN QUALITY REPRESENTATION FOR OUR INDIGENT CLIENTS

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

THE OFFICE OF THE PUBLIC DEFENDER HAS GROWN FROM 8 TO 18 EMPLOYEES IN THE PAST YEARS, TO INCLUDE THE FOLLOWING:
JUVENILE SECTION (4 FTE), THREE (3) ADDITIONAL ATTORNEY POSITIONS, A CLERK; ALONG WITH THE JUDICIAL SYSTEM ADDING (2)
COUNTY COURT AT LAWS (7&8) TO HIDALGO COUNTY ALONG WITH THE ADDITION OF THE FELONY CASELOAD

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	12/05/14 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☐	YES	☒ NO
2.	Esther A. Cortez by Sylvia Rios HUMAN RESOURCES DIRECTOR	12.15.14 Date	PERSONNEL PROCEDURES COMPLETED	☑	YES	☐ NO
3.	Lina D. Trevino DEPARTMENT OF BUDGET & MANAGEMENT	12/12/14 Date	BUDGET PROCEDURES COMPLETED	☑	YES	☐ NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PUBLIC DEFENDER (085-003) DATE: 12/12/2014

CURRENT POSITION TITLE: PUBLIC DEFENDER II CURRENT SLOT #: 0008

REQUESTED POSITION TITLE: PUBLIC DEFENDER II

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other SALARY ADJ. (INCREASE)

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount:

$ 56,238.00	$ 58,000.00	$ 1,762.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[X] Other Funds to be utilized from the Co. Wide Adm-Contingency

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:
Exempt [ ]
Non-Exempt [X]
N/A [ ]

FLSA:
Exempt [X]
Non-Exempt [ ]

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

THE HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE HAS RAISED THE SALARY FOR AN ENTRY LEVEL ASST. CRIMINAL DISTRICT ATTORNEY II TO $59,000.00. CURRENTLY, THE STARTING SALARY FOR AN ASST. PUBLIC DEFENDER IS $50,487.00. IN ORDER TO HIRE/RETAIN QUALITY ATTORNEYS AND REMAIN COMPETITIVE WITH REGARD TO ATTORNEY SALARIES, THE PUBLIC DEFENERS OFFICE IS HEREBY REQUESTING ADDITIONAL FUNDS TO MAINTAIN QUALITY REPRESENTATION FOR OUR INDIGENT CLIENTS

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

THE OFFICE OF THE PUBLIC DEFENDER HAS GROWN FROM 8 TO 18 EMPLOYEES IN THE PAST YEARS, TO INCLUDE THE FOLLOWING:
JUVENILE SECTION (4 FTE), THREE (3) ADDITIONAL ATTORNEY POSITIONS, A CLERK; ALONG WITH THE JUDICIAL SYSTEM ADDING (2)
COUNTY COURT AT LAWS (7&8) TO HIDALGO COUNTY ALONG WITH THE ADDITION OF THE FELONY CASELOAD

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	12/15/14 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☐	YES	☒ X	NO
2.	Esther A. Cortez by Sylvia Ruiz HUMAN RESOURCES DIRECTOR	12-15-14 Date	PERSONNEL PROCEDURES COMPLETED	☑	YES	☐	NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/12/14 Date	BUDGET PROCEDURES COMPLETED	☑	YES	☐	NO
4.	COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PUBLIC DEFENDER (085-003) DATE: 12/12/2014

CURRENT POSITION TITLE: PUBLIC DEFENDER II CURRENT SLOT #: 0012

REQUESTED POSITION TITLE: PUBLIC DEFENDER II

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other SALARY ADJ. (INCREASE)

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount:

$ 52,002.00	$ 56,238.00	$ 4,236.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[X] Other Funds to be utilized from the Co. Wide Adm-Contingency

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:
Exempt [ ]
Non-Exempt [X]
N/A [ ]

FLSA:
Exempt [X]
Non-Exempt [ ]

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

THE HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE HAS RAISED THE SALARY FOR AN ENTRY LEVEL ASST. CRIMINAL DISTRICT ATTORNEY II TO $59,000.00. CURRENTLY, THE STARTING SALARY FOR AN ASST. PUBLIC DEFENDER IS $50,487.00. IN ORDER TO HIRE/RETAIN QUALITY ATTORNEYS AND REMAIN COMPETITIVE WITH REGARD TO ATTORNEY SALARIES, THE PUBLIC DEFENERS OFFICE IS HEREBY REQUESTING ADDITIONAL FUNDS TO MAINTAIN QUALITY REPRESENTATION FOR OUR INDIGENT CLIENTS

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

THE OFFICE OF THE PUBLIC DEFENDER HAS GROWN FROM 8 TO 18 EMPLOYEES IN THE PAST YEARS, TO INCLUDE THE FOLLOWING:
JUVENILE SECTION (4 FTE), THREE (3) ADDITIONAL ATTORNEY POSITIONS, A CLERK; ALONG WITH THE JUDICIAL SYSTEM ADDING (2)
COUNTY COURT AT LAWS (7&8) TO HIDALGO COUNTY ALONG WITH THE ADDITION OF THE FELONY CASELOAD

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	12/15/14 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☐	YES	☒ NO
2.	Esther A. Tortez by Sylvia Rios HUMAN RESOURCES DIRECTOR	12.15.14 Date	PERSONNEL PROCEDURES COMPLETED	☑	YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/12/14 Date	BUDGET PROCEDURES COMPLETED	☑	YES	☐ NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PUBLIC DEFENDER (085-003) DATE: 12/12/2014

CURRENT POSITION TITLE: PUBLIC DEFENDER II CURRENT SLOT #: 0018

REQUESTED POSITION TITLE: PUBLIC DEFENDER II

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other SALARY ADJ. (INCREASE)

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount:

$ 50,487.00	$ 53,822.00	$ 3,335.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[X] Other Funds to be utilized from the Co. Wide Adm-Contingency

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:
Exempt [ ]
Non-Exempt [X]
N/A [ ]

FLSA:
Exempt [X]
Non-Exempt [ ]

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

THE HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE HAS RAISED THE SALARY FOR AN ENTRY LEVEL ASST. CRIMINAL DISTRICT ATTORNEY II TO $59,000.00. CURRENTLY, THE STARTING SALARY FOR AN ASST. PUBLIC DEFENDER IS $50,487.00. IN ORDER TO HIRE/RETAIN QUALITY ATTORNEYS AND REMAIN COMPETITIVE WITH REGARD TO ATTORNEY SALARIES, THE PUBLIC DEFENERS OFFICE IS HEREBY REQUESTING ADDITIONAL FUNDS TO MAINTAIN QUALITY REPRESENTATION FOR OUR INDIGENT CLIENTS

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

THE OFFICE OF THE PUBLIC DEFENDER HAS GROWN FROM 8 TO 18 EMPLOYEES IN THE PAST YEARS, TO INCLUDE THE FOLLOWING:
JUVENILE SECTION (4 FTE), THREE (3) ADDITIONAL ATTORNEY POSITIONS, A CLERK; ALONG WITH THE JUDICIAL SYSTEM ADDING (2)
COUNTY COURT AT LAWS (7&8) TO HIDALGO COUNTY ALONG WITH THE ADDITION OF THE FELONY CASELOAD

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	12/5/14 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☐	YES	☒ X	NO
2.	Esther A. Cortez by Sylvia Ruiz HUMAN RESOURCES DIRECTOR	12.15.14 Date	PERSONNEL PROCEDURES COMPLETED	☑	YES	☐	NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/12/14 Date	BUDGET PROCEDURES COMPLETED	☑	YES	☐	NO
4.	COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PUBLIC DEFENDER-JUVENILE SECTION (085-004) PUBLIC DEFENDER (085-003)

DATE: 12/12/2014

CURRENT POSITION TITLE: PUBLIC DEFENDER III

CURRENT SLOT #: G001 (085-004) 0019 (085-003)

REQUESTED POSITION TITLE: PUBLIC DEFENDER III

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other SALARY ADJ.(INCREASE)/CREATE COST ALLOCATION

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Account No.	No. of Positions	Current Budgeted Salary/ Allowance	Proposed Budgeted Salary/ Allowance	Net Change
085-004	1	$ 60,655.00	$ 60,655.00	$ 0.00
085-003	1	$ -	$ 1,445.00	$ (1,445.00)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☒ Other Funds to be utilized from the Co. Wide Adm-Contingency

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:
Exempt ☐
Non-Exempt ☒

FLSA:
Exempt ☒
Non-Exempt ☐

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

THE HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE HAS RAISED THE SALARY FOR AN ENTRY LEVEL ASST. CRIMINAL DISTRICT ATTORNEY II TO $59,000.00. CURRENTLY, THE STARTING SALARY FOR AN ASST. PUBLIC DEFENDER IS $50,487.00. IN ORDER TO HIRE/RETAIN QUALITY ATTORNEYS AND REMAIN COMPETITIVE WITH REGARD TO ATTORNEY SALARIES, THE PUBLIC DEFENERS OFFICE IS HEREBY REQUESTING ADDITIONAL FUNDS TO MAINTAIN QUALITY REPRESENTATION FOR OUR INDIGENT CLIENTS

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

THE OFFICE OF THE PUBLIC DEFENDER HAS GROWN FROM 8 TO 18 EMPLOYEES IN THE PAST YEARS, TO INCLUDE THE FOLLOWING:
JUVENILE SECTION (4 FTE), THREE (3) ADDITIONAL ATTORNEY POSITIONS, A CLERK; ALONG WITH THE JUDICIAL SYSTEM ADDING (2)
COUNTY COURT AT LAWS (7&8) TO HIDALGO COUNTY ALONG WITH THE ADDITION OF THE FELONY CASELOAD

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	12/05/14 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☐	YES	☒	NO
2.	HUMAN RESOURCES DIRECTOR	12.15.14 Date	PERSONNEL PROCEDURES COMPLETED	☑	YES	☐	NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/12/14 Date	BUDGET PROCEDURES COMPLETED	☑	YES	☐	NO
4.	COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PUBLIC DEFENDER-JUVENILE SECTION (085-004) PUBLIC DEFENDER (085-003) **DATE:** 12/12/2014

CURRENT POSITION TITLE: PUBLIC DEFENDER II **CURRENT SLOT #:** G002 (085-004) 0020 (085-003)

REQUESTED POSITION TITLE: PUBLIC DEFENDER II

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other SALARY ADJ.(INCREASE)/CREATE COST ALLOCATION

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Account No.	No. of Positions	Current Budgeted Salary/ Allowance	Proposed Budgeted Salary/ Allowance	Net Change
085-004	1	$ 52,002.00	$ 52,002.00	$ 0.00
085-003	1	$ -	$ 4,236.00	$ (4,236.00)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☒ Other Funds to be utilized from the Co. Wide Adm-Contingency

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐ _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:
Exempt ☐
Non-Exempt ☒

FLSA:
Exempt ☒
Non-Exempt ☐

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

THE HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE HAS RAISED THE SALARY FOR AN ENTRY LEVEL ASST. CRIMINAL DISTRICT ATTORNEY II TO $59,000.00. CURRENTLY, THE STARTING SALARY FOR AN ASST. PUBLIC DEFENDER IS $50,487.00. IN ORDER TO HIRE/RETAIN QUALITY ATTORNEYS AND REMAIN COMPETITIVE WITH REGARD TO ATTORNEY SALARIES, THE PUBLIC DEFENERS OFFICE IS HEREBY REQUESTING ADDITIONAL FUNDS TO MAINTAIN QUALITY REPRESENTATION FOR OUR INDIGENT CLIENTS

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

THE OFFICE OF THE PUBLIC DEFENDER HAS GROWN FROM 8 TO 18 EMPLOYEES IN THE PAST YEARS, TO INCLUDE THE FOLLOWING:
JUVENILE SECTION (4 FTE), THREE (3) ADDITIONAL ATTORNEY POSITIONS, A CLERK; ALONG WITH THE JUDICIAL SYSTEM ADDING (2)
COUNTY COURT AT LAWS (7&8) TO HIDALGO COUNTY ALONG WITH THE ADDITION OF THE FELONY CASELOAD

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	12/15/14 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☐	YES	☒	NO
2.	Eartha A. Cortez by Sylvia Ruiz HUMAN RESOURCES DIRECTOR	12.15.14 Date	PERSONNEL PROCEDURES COMPLETED	☑	YES	☐	NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/12/14 Date	BUDGET PROCEDURES COMPLETED	☑	YES	☐	NO
4.	COMMISSIONERS' COURT APPROVAL	Date					

AI -47809 **Human Resources** **9. F.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Obdett Calzada, BUDGET & MANAGEMENT

Department: DISTRICT CLERK

Information

CAPTION

District Clerk Office (1100):
Approval of the following personnel actions, effective 1/1/2015:

Action	Slot No.	Dept/Program	Position Title	Current Budgeted Salary	Proposed Budgeted Salary	Total Adjustment
Delete	0011	090-001	Deputy District Clerk II	$33,975.00	-0-	($33,975.00)
Salary Adjustment (increase)	0003	090-001	Chief of Appeals	$56,238.00	$60,238.00	$4,000.00
Salary Adjustment (increase)	0004	090-001	Assistant Chief Deputy	$56,238.00	$64,238.00	$8,000.00
Salary Adjustment (increase)	0005	090-001	Executive Assistant II	$51,739.00	$56,739.00	$5,000.00
Salary Adjustment (increase)	0026	090-001	Executive Assistant IV	$65,507.00	$71,507.00	$6,000.00
Salary Adjustment (increase)	0067	090-001	Accountant IV	$52,002.00	$56,002.00	$4,000.00
Salary Adjustment (increase)	0078	090-001	Deputy District Clerk Supervisor	$39,108.00	$46,083.00	$6,975.00

2. Approval of the revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-412-00-090-001-0-XXX

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

BUDGETARY IMPACT:

No budgetary impact- Cost Savings.

Attachments

Fiscal Note (090-001)
PAR FORMS & JOB DESC
Revised SS- District Clerk Office
JOB DESCRIPTIONS
PAR FORMS

Form Review

Inbox	Reviewed By	Date
Obdett Calzada	Obdett Calzada	12/12/2014 10:45 AM
Budget & Management	Debbie Tamez	12/12/2014 11:16 AM
Human Resources	Nereida Garza	12/12/2014 04:48 PM
Rosalinda Cantu	Rosie Cantu	12/12/2014 05:37 PM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Obdett Calzada		Started On: 12/12/2014 09:15 AM
Final Approval Date: 12/12/2014		

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, December 16, 2014**

Agenda Item: **47809**

Summary of request/proposal:
District Clerk Office (1100):
Approval of the following personnel actions, effective 1/1/2015:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	DEPUTY DISTRICT CLERK II	0011	113	33,975.00	0.00	(33,975.00)
1100	CHIEF OF APPEALS	0003	113	56,238.00	60,238.00	4,000.00
1100	ASSISTANT CHIEF DEPUTY	0004	113	56,238.00	64,238.00	8,000.00
1100	EXECUTIVE ASSISTANT II	0005	113	51,739.00	56,739.00	5,000.00
1100	EXECUTIVE ASSISTANT IV	0026	113	65,507.00	71,507.00	6,000.00
1100	ACCOUNTANT IV	0067	113	52,002.00	56,002.00	4,000.00
1100	DEPUTY DISTRICT CLERK SUPERVISOR	0078	113	39,108.00	46,083.00	6,975.00
				354,807.00	354,807.00	0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-412-00-090-001-0	113	DIST CLERK	REGULAR FULL TIME	$0.00
5-1100-412-00-090-001-0	211	DIST CLERK	HEALTH INSURANCE	($5,928.00)
5-1100-412-00-090-001-0	212	DIST CLERK	LIFE INSURANCE	($37.56)
5-1100-412-00-090-001-0	220	DIST CLERK	FICA	$0.00
5-1100-412-00-090-001-0	230	DIST CLERK	RETIREMENT	$0.00
5-1100-412-00-090-001-0	250	DIST CLERK	UNEMPLOYMENT COMP	$0.00
5-1100-412-00-090-001-0	260	DIST CLERK	WORKER'S COMP	$0.00
			2015 Budgetary Impact	**($5,965.56)**

2016 Budgetary Impact: ($5,965.56)

Possible Funding Sources:

Comments:

Change of status for proposed deleted position (slot no. 0011) is in routing.

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Hidalgo County District Clerk Office DATE: December 9, 2014

CURRENT POSITION TITLE: Deputy District Clerk II CURRENT SLOT. #: 11

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Delete

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: **$** 33,975.00 (Current Budgeted Salary) $ 0 (Proposed Budgeted Salary) $ 0 (Net Change)

Position to be funded from one of the following:

☒ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	X	Exempt	
Non-Exempt		Non-Exempt	X
N/A			

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

After careful review and assessment of office divisions and in light of the new e-filing mandate, the district clerk office proposes to incorporate minor changes to our structure. Hence, our office proposes to DELETE the Deputy District Clerk II position and in light of the recent developments. The proposed changes will have no physical impact to the general fund or the office budget.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Laura Hinojosa DEPARTMENT HEAD	December 9, 2014 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	■	YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐	YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐	YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE				

HIDALGO COUNTY DISTRICT CLERK'S OFFICE

DEPUTY DISTRICT CLERK II

GENERAL DESCRIPTION

Performs advanced (senior-level) court clerk work. Work involves filing of and processing of legal documents, answering telephones, and provides service to the general public or attorneys. May supervise the work of others; Works under limited supervision with considerable latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Prepares and types a variety of documents which may include subpoenas, citations, injunctions, writs, order of sales or general correspondence

Receives and processes documents filed with the court; reviews for accuracy and completeness; records and processes orders, judgment and decree of court

Records civil, criminal, family adoption, juvenile, protective orders and child welfare suit, minutes in proper minute volumes, quote court costs if needed

Process court documents in accordance with court procedures and legal requirements; maintains official records of court proceedings; prepares monthly reports

Maintains accurate filing system; makes copies; types forms and performs other clerical work as needed

May perform civil, criminal, family, adoption, juvenile, protective orders and child welfare searches; prepares all jury lists

Reviews, sorts, assembles and organizes materials; routes and delivers daily mail and documents to appropriate parties

Acts as receptionist: answers phones and provides service to the general public in a courteous manner

Answers phones and provides service to general public and attorneys in a courteous manner

Ability to work well with others

Regular attendance is a must

Performs such other duties as may be assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Graduation from a high school or equivalent (GED)

Typing courses, plus three (3) years of progressively responsible experience in clerical functions of the governmental system, including at least six (6) months of experience in a District Clerk's office; OR any equivalent combination of experience and training which provides the required knowledge, skills and abilities

Two (2) years of experience may be substituted for one (1) year of education

Bilingual (Spanish and English) with the ability to converse fluently in both languages

CERTIFICATES, LICENSES, REGISTRATION

Valid Texas driver's license and current liability insurance

Must be bondable

Knowledge, Skills, and Abilities

Ability to add, subtracts, multiply and divide in all units of measure, using whole numbers, common fractions and decimals

Utilizes simple math skills in order to compile court costs on civil, criminal, adoptions, juvenile, family or protective order suits

Ability to read and interpret documents such as safety rules and procedure manuals

Ability to write routine reports and correspondence

Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's
- safety regulations

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Hidalgo County District Clerk Office DATE: December 9, 2014

CURRENT POSITION TITLE: Assistant Chief Deputy CURRENT SLOT. #: 04

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Salary Adjustment

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 56,238.00 (Current Budgeted Salary) $ 64,238.00 (Proposed Budgeted Salary) $ 8,000.00 (Net Change)

Position to be funded from one of the following:

☒ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	X	Exempt	X
Non-Exempt		Non-Exempt	
N/A			

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

In addition to performing highly advanced senior-level managerial work involving the department's overall performance and coordinating high level day-to-day administrative operations, the Assistant Chief Deputy coordinates and implements CJIS reporting efforts, NICS incompetency case verification and reporting, OCA reporting, and Odyssey implementation and configuration on both civil and criminal. The Assistant Chief Deputy also serves as a liaison to the county's TexFile project involving civil case efiling and is assisting in the overall management of Multi-District Litigation/Hailstorm Cases.

NEW POSITION: Brief job description and attach a copy of the new job description.

See attached job description

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

The Assistant Chief Deputy additionally coordinates and implements CJIS reporting efforts, NICS incompetency case verification and reporting, OCA reporting, and Odyssey implementation and configuration on both civil and criminal. The Assistant Chief Deputy also serves as a liaison to the county's TexFile project involving civil case efiling and is assisting in the overall management of Multi-District Litigation/Hailstorm Cases.

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Laura Hinojosa	December 9, 2014				
	DEPARTMENT HEAD	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	■	YES	☐ NO
2.						
	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐	YES	☐ NO
3.						
	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐	YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE				

ASSISTANT CHIEF DEPUTY

GRADE: 15

GENERAL DESCRIPTION

Performs moderately complex (senior-level) managerial work overseeing the county department's overall performance. Assists in supervising all administrative and personnel matters. Other administrative duties include supervising all divisions within the Elected Officials Office and maintaining a modern, professional and cooperative environment in the office. Handles complaints from the public and attends meetings as well as any other functions requested by the Elected Official.

EXAMPLES OF WORK PERFORMED

Must have general knowledge of the divisions within the Elected Official's office

Assists in recommending personnel restructure to Elected Official, when necessary

Assists in developing and implementing approved training programs

Assists with the preparation of management and productivity reports and studies

Assists in overseeing special investigations, research studies, and internal audits

Assist Elected Official with budget development and administration

Assists in recommending and implementing departmental policies and procedures

Maintains department compliance with County policies, state and federal laws

May serve as the liaison between the Elected Official's office and the software provider for the office

Manages and administers all functions of operations in the department; ensures compliance with all established policies and procedures

Performs all other related duties involved in the operation of the business as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Three to four (3-4) years of experience in office administration with minimum two (2) year of supervisory experience required. Experience in government environment preferred. Graduation from an accredited four-year college or university in accounting, business administration, public administration or other related field. Two (2) years of related

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Hidalgo County District Clerk Office

DATE: December 9, 2014

CURRENT POSITION TITLE: Chief of Appeals

CURRENT SLOT. #: 03

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Salary Adjustment

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 56,238.00 (Current Budgeted Salary) $ 60,238.00 (Proposed Budgeted Salary) $ 4,000.00 (Net Change)

Position to be funded from one of the following:

☒ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	X	Exempt	X
Non-Exempt		Non-Exempt	
N/A			

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

The Chief of Appeals as been instrumental in the oversight and implementation of the eFiling mandate and standards in the appellate division. This has required training and development of old and new staff on new practices and procedures. The Chief of Appeals has simultaneously continued to manage the day-to-day traditional operations while overseeing the transition of civil eFiling and preparing for criminal eFiling in 2015.

NEW POSITION: Brief job description and attach a copy of the new job description.

See attached job description

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Laura Hinojosa DEPARTMENT HEAD	12/9/14 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	■ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY DISTRICT CLERK'S OFFICE

CHIEF OF APPEALS

GENERAL DESCRIPTION

Assists in the supervision of employees engaged in the operation of District Clerk's Office. Preparation of all indictments, including Grand Juries, preparation of TRN forms. Issuance of the numerical assignment of civil, juvenile, adoption and tax case files. Develops procedures and methods of performing tasks and substitutes for Chief Deputy in that person's absence. Carries out supervisory responsibility in accordance with Hidalgo County policies and applicable laws. Responsibilities include training employees, planning, assigning and directing work, appraising performance, disciplining employees, addressing complaints and resolving problems. The Deputy Appeals Clerk provides clerical assistance to the District Courts, including responisibility for filing appeal records to the Court of Civil and Criminal Appeals, processing of legal documents, answering the telephone, and providing service to the general public.

EXAMPLES OF WORK PERFORMED

Maintains current knowledge of application statutes, regulations and guidelines relating to the operation of the District Clerk Office

Prepares indictment list for all Grand Juries in session

Assigns all case numbers for criminal indictments and civil cases, entry of all cases on computer

Prepares all labels for civil, criminal, juvenile, adoption, tax, protective orders and family matter cases, including the preparation of TRN forms and mail to Texas Department of Public Safety in Austin Texas

Makes travel arrangements for all District Clerk employees for out of town seminars

Approves bonds

Be able to work well with the general public and attorneys; should also be familiar with the Texas Rules of Civil Procedures, Code of Criminal Procedures and Texas Family Code

Assists in the supervision of the deputy clerk's handling of Attorney General and appealed cases

Prepares requisitions for the ordering of office supplies and maintains an adequate amount of office supplies on a monthly basis

Prepares and types a variety of documents which include transcripts of the record on civil and criminal cases

Receives and processes document files with the court, reviews for accuracy and completeness, records and processes orders, judgments and decrees of the court

Records the filing of all notices of appeals in civil, and criminal, family adoption, juvenile protective orders and child welfare suites, quotes, court costs if needed

Processes court documents in accordance with court procedures and legal requirements, maintains official records of court proceedings, prepares all transcripts according to the time table

Prepares all civil, criminal and post-conviction with transcripts for delivery to the Court of Criminal and Civil Appeals

Maintains accurate filing system, makes copies, types forms and performs other clerical work as needed

Performs, civil, criminal, family, adoption, juvenile, protective orders and child welfare searches, prepares all jury lists

Reviews, sorts, assembles, and organizes material; routes and delivers daily mail and documents to appropriate parties

Acts as receptionist, answers phones and provides service to the general public in a courteous manner

Ability to work well with others

Performs other such duties as may be assigned

Regular attendance is a must

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Graduation from high school or equivalent (GED) with courses in typing, plus three (3) years of progressively responsible experience in clerical functions of the judicial system, preferably including at least six (6) months of experience in a District Clerk's office and some supervisory experience

Any equivalent combination of experience and training which provides the required knowledge, skills, and ability

Bilingual (Spanish and English) with the ability to converse fluently in both languages

CERTIFICATES, LICENSES, REGISTRATION

Must have a current valid Texas motor vehicle operator's license and current liability insurance

Must be bondable

Knowledge, Skills, and Abilities

Ability to add, subtract, multiply and divide in all units of measure using whole numbers, common fractions and decimals

Utilize simple math skills in order to compile court costs of litigants and compiles court costs and transcripts

Ability to read, analyze and interpret general business periodicals, professional journals, technical procedures or government regulations

Ability to write reports, business correspondence and procedure manuals

Ability to effectively present information and respond to questions from the general public and attorneys

Reads statutes and interprets

Read documents and enable transcripts to be compiled and filed with Court of Appeals

Drafts letters to attorneys

Prepares reports, memos and correspondence for other governmental agencies

Should have experience in office or related work

Should have knowledge of computers and spreadsheets

General knowledge of city, county and state government preferred but not required

Must have good writing and communicaton skills

Must be well organized

Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the county

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Hidalgo County District Clerk Office DATE: December 9, 2014

CURRENT POSITION TITLE: Deputy District Clerk Supervisor CURRENT SLOT. #: 78

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Salary Adjustment

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 39,108.00 (Current Budgeted Salary) $ 46,083.00 (Proposed Budgeted Salary) $ 6,975.00 (Net Change)

Position to be funded from one of the following:

☒ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	X	Exempt	X
Non-Exempt		Non-Exempt	
N/A			

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

The Deputy District Clerk Supervisor has worked diligently with the Office of the Attorney General's Office to improve and streamline processes and communications regarding Attorney General cases. The Deputy District Clerk Supervisor has also been instrumental in the training of staff and implementation of civil case eFiling, while supervising the day-to-day business activity in the Judicial Annex, which includes oversight of the Child Welfare Court, County Courts at Law #7 and #8, Master Courts # 1 and #2, and the AG court cases.

NEW POSITION: Brief job description and attach a copy of the new job description.

See attached "Deputy District Clerk Supervisor" job description

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Laura Hinojosa	December 9, 2014				
	DEPARTMENT HEAD	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	■	YES	☐ NO
2.						
	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐	YES	☐ NO
3.						
	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐	YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE				

HIDALGO COUNTY DISTRICT CLERK'S OFFICE

DEPUTY DISTRICT CLERK SUPERVISOR

GENERAL DESCRIPTION

Under general supervision, undertakes and performs first line supervisory and complex legal clerical work of considerable difficulty associated with the day-to-day and overall operation of an assigned functional area within the office of the district clerk, while supervising administrative and personnel matters. Handles complaints from the public and may attend meetings as well as any other functions requested by the Elected Official or Department Head.

EXAMPLES OF WORK PERFORMED

Coordinates and supervises the staff and activities of a functional work unit

May participate in the hiring, interviewing, and recommending of new office staff; assists in identifying, developing, and implementing new employee and on-going staff development training programs; coordinates, prioritizes and assigns tasks and projects; tracks and reviews progress and process; monitors employee performance; assists in conducting and/or reviewing performance appraisals; recommends and undertakes approved subsequent performance-related actions

Recommends and assists implementing approved disciplinary actions

Provides input and participates in the identification, review, assessment, evaluation and/or modifications of office strategic plans; assists with the identification and monitoring of long and short range goals and objectives

Assists in recommending staff, equipment, facilities and related operational needs

Assists with identification, review, assessment, development, modification and implementation of operational policies and procedures; determines compliance to established policies and procedures; recommends changes to protocols and processes. Oversees, manages and performs work in one or more regularly scheduled or ad hoc areas of office operations

Undertakes special projects as assigned or required

Prepares correspondence, reports, and legal documents; responds to complex inquiries; and conducts and performs research and coordination necessary to formulate an accurate response

May perform other related duties involved in the operation of the business as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Three to four (3-4) years of experience in office administration with minimum two (2) years of supervisory experience required. Experience in government environment.

Graduation from an accredited four (4) year college or university in accounting, business administration, public administration or other related field.

Two (2) years of related experience may be substituted for one (1) year of the required education with a maximum substitution of two years.

Certificates, Licenses, & Registration

Must have a current valid Texas operator's driver's license

Must be able to be insured by the County's insurance carrier

Knowledge, Skills, and Abilities

Must have general knowledge of the divisions within the Elected Official's Office

Knowledge of applicable county, state and Federal statutes, rules, ordinances, codes, administrative orders, case law and other relevant directives

Knowledge of county and specific court-related policies and procedures

Knowledge of the principles and practices of management and supervision

Knowledge of the principles of records management

Knowledge of court processes, procedures and legal terminology including automated word processing and court case management systems

Knowledge of trends and practices in office, court and business operations

Ability to work under pressure in a dynamic environment with changing office demands and priorities

Ability to plan, organize, maintain work flow, train and supervise others

Ability to develop and implement office procedures

Ability to communicate effectively verbally and in writing and to follow written and verbal instructions

Ability to analyze legal documents, interpret statutory requirements and develop, modify and implement office procedures accordingly

Ability to provide information to the public without giving legal advice

Bilingual (English/Spanish) with the ability to converse fluently in both languages

Skill in reading, understanding, interpreting and applying relevant city, county, state and Federal statutes, rules, ordinances, codes, administrative orders, case law and other relevant directives

Skill in assessing, evaluating, prioritizing and handling multiple tasks, projects and demands

Skill in working within deadlines to complete projects and assignments

Skill in assessing, analyzing, identifying and recommending solutions to problems

Skill in establishing and maintaining effective working relations with co-workers, other County employees, representatives of other governmental agencies, the bar association, victims, witnesses, litigants, jurors, general public an others having business with the courts of Hidalgo County

Skill in operating a personal computer utilizing a variety of commonly used and specialized software applications

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Hidalgo County District Clerk Office DATE: December 9, 2014

CURRENT POSITION TITLE: Accountant IV CURRENT SLOT. #: 67

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Salary Adjustment

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 52,002.00 (Current Budgeted Salary) $ 56,002.00 (Proposed Budgeted Salary) $ 4,000.00 (Net Change)

Position to be funded from one of the following:

☒ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	X	Exempt	X
Non-Exempt		Non-Exempt	
N/A			

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

The Accountant IV manages the accounting division at the district clerk office. In addition to overseeing the accounting day-to-day activities the Accountant IV has contributed to the successful implementation of the new civil case eFiling mandate ensuring standard accounting principals and practices are incorporated accordingly. The Accountant IV has further been instrumental in the criminal transition to Odyssey (the county's judicial System) reviewing and assessing current and proposed financial transactions for a seamless data conversion.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Laura Hinojosa	December 9, 2014				
	DEPARTMENT HEAD	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	■	YES	☐ NO
2.						
	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐	YES	☐ NO
3.						
	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐	YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE				

ACCOUNTANT IV

GRADE: 14

GENERAL DESCRIPTION

Employee performs complex accounting work. Work involves preparing and overseeing the preparation of financial statements, records, and reports. May specialize in some phase of accounting work such as federal funds accounting; property and equipment control, cost, payroll, or bond servicing. May assign and/or supervise the work of others. Employee works under limited supervision with moderate latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Prepares financial statements, budgets, vouchers, and payrolls submitted by the agency

Prepares technical reports on estimates, cost data, and budget limits

Prepares monthly status analyses of funds and expenditures

Maintains adequate records of expenditures, funds, appropriations, and expenses, as well as of revenue collected and deposited

Maintains and/or oversees the maintenance of systems and controls necessary to provide accurate accounts of expenditures and budget balances for agency programs

Reviews various records, reports, applications, and contracts

May instruct staff on the maintenance of accounting records on expenditures and revenue collected, the positing of general ledgers, and the posting of journals

May approve and sign expense accounts and purchase vouchers submitted for payment

May assist in planning accounting and clerical work procedures

May direct the maintenance of accounting records on receipts and disbursements

May allocate tax revenues to the appropriate funds

May assign and/or supervise the work of others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Three to five (3-5) years demonstrated experience in accounting, governmental accounting, or commercial accounting, including supervisory experience; Graduation from an accredited four-year college or university with major course work in accounting or finance with 15 hours of accounting courses.

Knowledge, Skills, and Abilities

Knowledge of the agency's fiscal program; of governmental accounting; of budget control methods, policies, and procedures; and of laws and regulations pertaining to financial operations

Ability to interpret and apply accounting theory, to plan and coordinate financial programs, to plan procedures and coordinate accounting operations, to interpret laws and regulations, and to assign and/or supervise the work of others

Knowledge in Uniform Grants Management Standards (UGMS) and GAAP

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Hidalgo County District Clerk Office DATE: December 9, 2014

CURRENT POSITION TITLE: Executive Assistant IV CURRENT SLOT. #: 26

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Salary Adjustment

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 65,507.00 (Current Budgeted Salary) $ 71,507.00 (Proposed Budgeted Salary) $ 6,000.00 (Net Change)

Position to be funded from one of the following:

☒ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____

Enter hourly rate for temp. positions

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	X	Exempt	X
Non-Exempt		Non-Exempt	
N/A			

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

The Executive Assistant IV has contributed to the overall implementation and coordination of the civil case eFiling mandate in the County of Hidalgo. In addition to the daily administrative support and human resources management, the Executive Assistance IV oversees all internal and external communications, special project management and special strategic initiatives important to the growth and development of the district clerk office. The Executive Assistant works closely with the elected-official to successfully complete all critical aspects of deliverables related to the office.

NEW POSITION: Brief job description and attach a copy of the new job description.

See attached "Executive Assistance IV" job description

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. Laura Hinojosa — December 9, 2014
   DEPARTMENT HEAD — DATE — FUNDING AVAILABLE IN DEPT. BUDGET ■ YES ☐ NO
2. _____
   HUMAN RESOURCES DIRECTOR — DATE — PERSONNEL PROCEDURES COMPLETED ☐ YES ☐ NO
3. _____
   DEPARTMENT OF BUDGET & MANAGEMENT — DATE — BUDGET PROCEDURES COMPLETED ☐ YES ☐ NO
4. _____ _____
   COMMISSIONERS COURT APPROVAL — DATE

HIDALGO COUNTY DISTRICT CLERK'S OFFICE

EXECUTIVE ASSISTANT IV

GENERAL DESCRIPTION

Performs highly advanced (senior-level) professional assistance work for an executive; Work involves coordinating or overseeing high level administrative operations of the County or department. Plan, assign, and supervise the work of others; Works under minimal supervision with extensive latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Provides administrative and technical assistance to a County executive

Plans, prepares, or oversees the preparation of periodic and special reports

Interprets policies and procedures and makes administrative decisions

Develops administrative procedures, standards, and methods

Oversees the preparation of manuals and publications

Oversees the review and evaluation of work content for the purpose of developing effective administrative practices and formulating policies that may contribute to the improvement of public services provided by the County

Coordinates work with other governmental agencies and private organizations

Advises the agency executive on administrative matters within the department or county

Assist the executive with general human resource management actions

Assist in budget preparation

Plan, assign, and/or supervise the work of others

Plan and coordinate special and administrative assignments and programs

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Seven (7) years experience in office administration

Graduation from an accredited four (4) year college or university with major course work in business administration or a related field

Experience and education may be substituted for one another

Knowledge, Skills, and Abilities

Knowledge of accepted business practices and procedures involved in providing services and of applicable rules, regulations, and policies, as well as related legislative and legal practices and procedures

Ability to communicate effectively, and to handle high level administrative issues, to assign and/or supervise the work of others

Ability to analyze and solve work related problems

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time

- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Hidalgo County District Clerk Office DATE: December 9, 2014

CURRENT POSITION TITLE: Executive Assistant II CURRENT SLOT. #: 05

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Salary Adjustment

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: **$** 51,739.00 (Current Budgeted Salary) $ 56,739.00 (Proposed Budgeted Salary) $ 5,000.00 (Net Change)

Position to be funded from one of the following:

☒ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

$ _____ Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	X	Exempt	X
Non-Exempt		Non-Exempt	
N/A			

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

In addition to performing highly advanced senior-level professional work involving budgetary and procurement duties and coordinating high level administrative operations, the Executive Assistant II serves as the IT support liaison and oversees the operations, training and management of the Jury Division including the transition and implementation of the new software, tools and equipment and oversight of office staff.

NEW POSITION: Brief job description and attach a copy of the new job description.

See attached job description

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Laura Hinojosa DEPARTMENT HEAD	December 9, 2014 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	■	YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐	YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐	YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE				

HIDALGO COUNTY DISTRICT CLERK'S OFFICE

EXECUTIVE ASSISTANT II

GENERAL DESCRIPTION

Performs highly advanced (senior-level) professional assistance work for an executive; Work involves coordinating or overseeing high level administrative operations of the County or department. May plan, assign, and/or supervise the work of others; Works under minimal supervision with extensive latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Provides administrative and technical assistance to a County executive

Plans, prepares, or oversees the preparation of periodic and special reports

Interprets policies and procedures and makes administrative decisions

Develops administrative procedures, standards, and methods

Oversees the preparation of manuals and publications

Oversees the review and evaluation of work content for the purpose of developing effective administrative practices and formulating policies that may contribute to the improvement of public services provided by the County

Coordinates work with other governmental agencies and private organizations

Advises the County's executive on administrative matters within the department or county

May assist the executive with general human resource management actions

May assist in budget preparation

May plan, assign, and/or supervise the work of others

May plan and coordinate special and administrative assignments and programs

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Three (3) years related experience

Graduation from an accredited four (4) year college or university with major course work in business administration or a related field

Two (2) years of experience may be substituted for one (1) year of education

Knowledge, Skills, and Abilities

Knowledge of accepted business practices and procedures involved in providing services and of applicable rules, regulations, and policies, as well as related legislative and legal practices and procedures

Ability to communicate effectively, and to handle high level administrative issues, to assign and/or supervise the work of others

Ability to analyze and solve work related problems

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

HIDALGO COUNTY
COMMISSIONER COURT
2015 SALARY SCHEDULE

5-1100-412-00-090-001-0

AI - 47809

DIST CLERK

Slot #	Obj Code	POSITION TITLE	2014 BUDGETED SALARY	2015 ADJUSTED SALARY	2015 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2015 BUDGETED SALARY APPROVED	2015 ACTUAL SALARY	Other Allowances					2015 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	111	DISTRICT CLERK	$97,500.00	$0.00	$97,500.00	0	$0.00	$0.00	$97,500.00	$0.00	$0.00	$0.00	$0.00	$8,000.00	$0.00	$8,000.00
0002	113	CHIEF DEPUTY II	$76,407.00	$0.00	$76,407.00	0	$0.00	$0.00	$76,407.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
		APPROVAL TO INCREASE THE BUDGETED SALARY FOR THE FOLLOWING FULL TIME POSITIONS:														
							$4,000.00		$60,238.00							
0003	113	CHIEF OF APPEALS	$56,238.00	$0.00	$56,238.00	0	~~$0.00~~	$0.00	~~$56,238.00~~	$0.00	$1,800.00	$0.00	$0.00	$0.00	$0.00	$1,800.00
							$8,000.00		$64,238.00							
0004	113	ASSISTANT CHIEF DEPUTY	$56,238.00	$0.00	$56,238.00	0	~~$0.00~~	$0.00	~~$56,238.00~~	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
							$5,000.00		$56,739.00							
0005	113	EXECUTIVE ASSISTANT II	$51,739.00	$0.00	$51,739.00	0	~~$0.00~~	$0.00	~~$51,739.00~~	$0.00	$720.00	$0.00	$0.00	$0.00	$0.00	$720.00
0006	113	ACCOUNTANT III	$47,703.00	$0.00	$47,703.00	0	$0.00	$0.00	$47,703.00	$0.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$1,080.00
0008	113	DEPUTY DISTRICT CLERK I	$30,566.00	$0.00	$30,566.00	0	$0.00	$0.00	$30,566.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$540.00
0009	113	DEPUTY DISTRICT CLERK II	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0010	113	DEPUTY DISTRICT CLERK II	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$0.00	$600.00	$0.00	$0.00	$0.00	$0.00	$600.00
		APPROVAL TO DELETE THE FOLLOWING FULL TIME POSITION:														
~~0011~~	~~113~~	~~DEPUTY DISTRICT CLERK II~~	~~$33,975.00~~	~~$0.00~~	~~$33,975.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$33,975.00~~	~~$0.00~~	~~$720.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$720.00~~
0012	113	DEPUTY DISTRICT CLERK II	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$0.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$1,080.00
0013	113	DEPUTY DISTRICT CLERK II	$33,665.00	$0.00	$33,665.00	0	$0.00	$0.00	$33,665.00	$0.00	$660.00	$0.00	$0.00	$0.00	$0.00	$660.00
0015	113	DEPUTY DISTRICT CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0016	113	DEPUTY DISTRICT CLERK II	$31,404.00	$0.00	$31,404.00	0	$0.00	$0.00	$31,404.00	$0.00	$480.00	$0.00	$0.00	$0.00	$0.00	$480.00
0017	113	DEPUTY DISTRICT CLERK II	$32,853.00	$0.00	$32,853.00	0	$0.00	$0.00	$32,853.00	$0.00	$1,800.00	$0.00	$0.00	$0.00	$0.00	$1,800.00
0018	113	DEPUTY DISTRICT CLERK II	$32,853.00	$0.00	$32,853.00	0	$0.00	$0.00	$32,853.00	$0.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$1,320.00
0019	113	DEPUTY DISTRICT CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0020	113	DEPUTY DISTRICT CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0021	113	DEPUTY DISTRICT CLERK II	$32,466.00	$0.00	$32,466.00	0	$0.00	$0.00	$32,466.00	$0.00	$900.00	$0.00	$0.00	$0.00	$0.00	$900.00
0022	113	DEPUTY DISTRICT CLERK II	$32,466.00	$0.00	$32,466.00	0	$0.00	$0.00	$32,466.00	$0.00	$960.00	$0.00	$0.00	$0.00	$0.00	$960.00
0023	113	DEPUTY DISTRICT CLERK II	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
0024	113	DEPUTY DISTRICT CLERK II	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0025	113	DEPUTY DISTRICT CLERK II	$31,404.00	$0.00	$31,404.00	0	$0.00	$0.00	$31,404.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		APPROVAL TO INCREASE THE BUDGETED SALARY FOR THE FOLLOWING FULL TIME POSITION:														
							$6,000.00		$71,507.00							
0026	113	EXECUTIVE ASSISTANT IV	$65,507.00	$0.00	$65,507.00	0	~~$0.00~~	$0.00	~~$65,507.00~~	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0027	113	DEPUTY DISTRICT CLERK II	$31,404.00	$0.00	$31,404.00	0	$0.00	$0.00	$31,404.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0028	113	DEPUTY DISTRICT CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0029	113	DEPUTY DISTRICT CLERK II	$30,620.00	$0.00	$30,620.00	0	$0.00	$0.00	$30,620.00	$0.00	$840.00	$0.00	$0.00	$0.00	$0.00	$840.00
0030	113	DEPUTY DISTRICT CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0031	113	DEPUTY DISTRICT CLERK I	$26,265.00	$0.00	$26,265.00	0	$0.00	$0.00	$26,265.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0032	113	DEPUTY DISTRICT CLERK I	$27,295.00	$0.00	$27,295.00	0	$0.00	$0.00	$27,295.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0033	113	DEPUTY DISTRICT CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0034	113	DEPUTY DISTRICT CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0035	113	DEPUTY DISTRICT CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0036	113	DEPUTY DISTRICT CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0037	113	DEPUTY DISTRICT CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0038	113	DEPUTY DISTRICT CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
0039	113	DEPUTY DISTRICT CLERK I	$30,566.00	$0.00	$30,566.00	0	$0.00	$0.00	$30,566.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0040	113	DEPUTY DISTRICT CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

0041	113	DEPUTY DISTRICT CLERK I	$27,942.00	$0.00	$27,942.00	0	$0.00	$0.00	$27,942.00	$0.00	$840.00	$0.00	$0.00	$0.00	$0.00	$840.00
0042	113	DEPUTY DISTRICT CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0043	113	DEPUTY DISTRICT CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0044	113	DEPUTY DISTRICT CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
0045	113	DEPUTY DISTRICT CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0046	113	COLLECTIONS ENFORCEMENT OFFICER I	$26,924.00	$0.00	$26,924.00	0	$0.00	$0.00	$26,924.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0047	113	DEPUTY DISTRICT CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0048	113	DEPUTY DISTRICT CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0053	113	DEPUTY DISTRICT CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0054	113	DEPUTY DISTRICT CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0055	113	DEPUTY DISTRICT CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0056	113	DEPUTY DISTRICT CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0057	113	COLLECTIONS ENFORCEMENT OFFICER I	$29,656.00	$0.00	$29,656.00	0	$0.00	$0.00	$29,656.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0058	113	DEPUTY DISTRICT CLERK I	$26,265.00	$0.00	$26,265.00	0	$0.00	$0.00	$26,265.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0059	113	DEPUTY DISTRICT CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0060	113	DEPUTY DISTRICT CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0061	113	DEPUTY DISTRICT CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
0062	113	DEPUTY DISTRICT CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0063	113	DEPUTY DISTRICT CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0064	113	DEPUTY DISTRICT CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0065	113	DEPUTY DISTRICT CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$720.00	$0.00	$0.00	$0.00	$0.00	$720.00
0066	113	DEPUTY DISTRICT CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
		APPROVAL TO INCREASE THE BUDGETED SALARY FOR THE FOLLOWING FULL TIME POSITION:														
							$4,000.00		**$56,002.00**							
0067	**113**	**ACCOUNTANT IV**	**$52,002.00**	**$0.00**	**$52,002.00**	**0**	~~**$0.00**~~	**$0.00**	~~**$52,002.00**~~	**$0.00**	**$360.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$360.00**
0071	113	ASSISTANT DEPUTY DISTRICT CLERK	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0072	113	ASSISTANT DEPUTY DISTRICT CLERK	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0073	113	DEPUTY DISTRICT CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0074	113	DEPUTY DISTRICT CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0075	113	DEPUTY DISTRICT CLERK I	$25,256.00	$0.00	$25,256.00	0	$0.00	$0.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0076	113	DEPUTY DISTRICT CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0077	113	DEPUTY DISTRICT CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
		APPROVAL TO INCREASE THE BUDGETED SALARY FOR THE FOLLOWING FULL TIME POSITION:														
							$6,975.00		**$46,083.00**							
0078	**113**	**DEPUTY DISTRICT CLERK SUPERVISOR**	**$39,108.00**	**$0.00**	**$39,108.00**	**0**	~~**$0.00**~~	**$0.00**	~~**$39,108.00**~~	**$0.00**	**$780.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$780.00**
0079	113	BOOKKEEPER II	$33,528.00	$0.00	$33,528.00	0	$0.00	$0.00	$33,528.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
			$2,196,632.00	$0.00	$2,196,632.00		$33,975.00	$0.00	$2,230,607.00	$0.00	$23,160.00	$0.00	$0.00	$8,000.00	$0.00	$31,160.00

APPROVAL OF THE ABOVE HIGHLIGHTED PERSONNEL ACTIONS ARE PENDING CC APPROVAL.

HIDALGO COUNTY DISTRICT CLERK'S OFFICE

CHIEF OF APPEALS

GENERAL DESCRIPTION

Assists in the supervision of employees engaged in the operation of District Clerk's Office. Preparation of all indictments, including Grand Juries, preparation of TRN forms. Issuance of the numerical assignment of civil, juvenile, adoption and tax case files. Develops procedures and methods of performing tasks and substitutes for Chief Deputy in that person's absence. Carries out supervisory responsibility in accordance with Hidalgo County policies and applicable laws. Responsibilities include training employees, planning, assigning and directing work, appraising performance, disciplining employees, addressing complaints and resolving problems. The Deputy Appeals Clerk provides clerical assistance to the District Courts, including responisibility for filing appeal records to the Court of Civil and Criminal Appeals, processing of legal documents, answering the telephone, and providing service to the general public.

EXAMPLES OF WORK PERFORMED

Maintains current knowledge of application statutes, regulations and guidelines relating to the operation of the District Clerk Office

Prepares indictment list for all Grand Juries in session

Assigns all case numbers for criminal indictments and civil cases, entry of all cases on computer

Prepares all labels for civil, criminal, juvenile, adoption, tax, protective orders and family matter cases, including the preparation of TRN forms and mail to Texas Department of Public Safety in Austin Texas

Makes travel arrangements for all District Clerk employees for out of town seminars

Approves bonds

Be able to work well with the general public and attorneys; should also be familiar with the Texas Rules of Civil Procedures, Code of Criminal Procedures and Texas Family Code

Assists in the supervision of the deputy clerk's handling of Attorney General and appealed cases

Prepares requisitions for the ordering of office supplies and maintains an adequate amount of office supplies on a monthly basis

Prepares and types a variety of documents which include transcripts of the record on civil and criminal cases

Receives and processes document files with the court, reviews for accuracy and completeness, records and processes orders, judgments and decrees of the court

Records the filing of all notices of appeals in civil, and criminal, family adoption, juvenile protective orders and child welfare suites, quotes, court costs if needed

Processes court documents in accordance with court procedures and legal requirements, maintains official records of court proceedings, prepares all transcripts according to the time table

Prepares all civil, criminal and post-conviction with transcripts for delivery to the Court of Criminal and Civil Appeals

Maintains accurate filing system, makes copies, types forms and performs other clerical work as needed

Performs, civil, criminal, family, adoption, juvenile, protective orders and child welfare searches, prepares all jury lists

Reviews, sorts, assembles, and organizes material; routes and delivers daily mail and documents to appropriate parties

Acts as receptionist, answers phones and provides service to the general public in a courteous manner

Ability to work well with others

Performs other such duties as may be assigned

Regular attendance is a must

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Graduation from high school or equivalent (GED) with courses in typing, plus three (3) years of progressively responsible experience in clerical functions of the judicial system, preferably including at least six (6) months of experience in a District Clerk's office and some supervisory experience

Any equivalent combination of experience and training which provides the required knowledge, skills, and ability

Bilingual (Spanish and English) with the ability to converse fluently in both languages

CERTIFICATES, LICENSES, REGISTRATION

Must have a current valid Texas motor vehicle operator's license and current liability insurance

Must be bondable

Knowledge, Skills, and Abilities

Ability to add, subtract, multiply and divide in all units of measure using whole numbers, common fractions and decimals

Utilize simple math skills in order to compile court costs of litigants and compiles court costs and transcripts

Ability to read, analyze and interpret general business periodicals, professional journals, technical procedures or government regulations

Ability to write reports, business correspondence and procedure manuals

Ability to effectively present information and respond to questions from the general public and attorneys

Reads statutes and interprets

Read documents and enable transcripts to be compiled and filed with Court of Appeals

Drafts letters to attorneys

Prepares reports, memos and correspondence for other governmental agencies

Should have experience in office or related work

Should have knowledge of computers and spreadsheets

General knowledge of city, county and state government preferred but not required

Must have good writing and communicaton skills

Must be well organized

Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the county

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

ASSISTANT CHIEF DEPUTY

GRADE: 15

GENERAL DESCRIPTION

Performs moderately complex (senior-level) managerial work overseeing the county department's overall performance. Assists in supervising all administrative and personnel matters. Other administrative duties include supervising all divisions within the Elected Officials Office and maintaining a modern, professional and cooperative environment in the office. Handles complaints from the public and attends meetings as well as any other functions requested by the Elected Official.

EXAMPLES OF WORK PERFORMED

Must have general knowledge of the divisions within the Elected Official's office

Assists in recommending personnel restructure to Elected Official, when necessary

Assists in developing and implementing approved training programs

Assists with the preparation of management and productivity reports and studies

Assists in overseeing special investigations, research studies, and internal audits

Assist Elected Official with budget development and administration

Assists in recommending and implementing departmental policies and procedures

Maintains department compliance with County policies, state and federal laws

May serve as the liaison between the Elected Official's office and the software provider for the office

Manages and administers all functions of operations in the department; ensures compliance with all established policies and procedures

Performs all other related duties involved in the operation of the business as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Three to four (3-4) years of experience in office administration with minimum two (2) year of supervisory experience required. Experience in government environment preferred. Graduation from an accredited four-year college or university in accounting, business administration, public administration or other related field. Two (2) years of related

experience may be substituted for one (1) year of the required education with a maximum substitution of two years.

Bilingual preferred (English/Spanish)

Certificates, Licenses & Registration

Applicant must have a current valid Texas operator's driver's license

Must be able to be insured by the County's insurance carrier

Knowledge, Skills, and Abilities

Ability to read, interpret, and accept documents such as safety rules, operating and maintenance instructions and procedure manuals

Ability to complete reports and answer routing correspondence

Ability to apply common sense understanding and direct staff in written, oral or diagram form

Ability to supervise and communicate effectively with staff and the public

Ability to deal with problems involving several concrete variables in standardized situations

Must have experience in office or related work

Must have knowledge of computers and spreadsheets

Must have previous supervisory experience

General knowledge of city, county, and state government is required

Ability to assist the public in person or by telephone

Must have good writing and communication skills

Must be well organized

Ability to work well with others including vendors, department employees, elected officials, and departments heads

Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

HIDALGO COUNTY DISTRICT CLERK'S OFFICE

EXECUTIVE ASSISTANT II

GENERAL DESCRIPTION

Performs highly advanced (senior-level) professional assistance work for an executive; Work involves coordinating or overseeing high level administrative operations of the County or department. May plan, assign, and/or supervise the work of others; Works under minimal supervision with extensive latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Provides administrative and technical assistance to a County executive

Plans, prepares, or oversees the preparation of periodic and special reports

Interprets policies and procedures and makes administrative decisions

Develops administrative procedures, standards, and methods

Oversees the preparation of manuals and publications

Oversees the review and evaluation of work content for the purpose of developing effective administrative practices and formulating policies that may contribute to the improvement of public services provided by the County

Coordinates work with other governmental agencies and private organizations

Advises the County's executive on administrative matters within the department or county

May assist the executive with general human resource management actions

May assist in budget preparation

May plan, assign, and/or supervise the work of others

May plan and coordinate special and administrative assignments and programs

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Three (3) years related experience

Graduation from an accredited four (4) year college or university with major course work in business administration or a related field

Two (2) years of experience may be substituted for one (1) year of education

Knowledge, Skills, and Abilities

Knowledge of accepted business practices and procedures involved in providing services and of applicable rules, regulations, and policies, as well as related legislative and legal practices and procedures

Ability to communicate effectively, and to handle high level administrative issues, to assign and/or supervise the work of others

Ability to analyze and solve work related problems

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

HIDALGO COUNTY DISTRICT CLERK'S OFFICE

EXECUTIVE ASSISTANT IV

GENERAL DESCRIPTION

Performs highly advanced (senior-level) professional assistance work for an executive; Work involves coordinating or overseeing high level administrative operations of the County or department. Plan, assign, and supervise the work of others; Works under minimal supervision with extensive latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Provides administrative and technical assistance to a County executive

Plans, prepares, or oversees the preparation of periodic and special reports

Interprets policies and procedures and makes administrative decisions

Develops administrative procedures, standards, and methods

Oversees the preparation of manuals and publications

Oversees the review and evaluation of work content for the purpose of developing effective administrative practices and formulating policies that may contribute to the improvement of public services provided by the County

Coordinates work with other governmental agencies and private organizations

Advises the agency executive on administrative matters within the department or county

Assist the executive with general human resource management actions

Assist in budget preparation

Plan, assign, and/or supervise the work of others

Plan and coordinate special and administrative assignments and programs

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Seven (7) years experience in office administration

Graduation from an accredited four (4) year college or university with major course work in business administration or a related field

Experience and education may be substituted for one another

Knowledge, Skills, and Abilities

Knowledge of accepted business practices and procedures involved in providing services and of applicable rules, regulations, and policies, as well as related legislative and legal practices and procedures

Ability to communicate effectively, and to handle high level administrative issues, to assign and/or supervise the work of others

Ability to analyze and solve work related problems

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time

- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

ACCOUNTANT IV

GRADE: 14

GENERAL DESCRIPTION

Employee performs complex accounting work. Work involves preparing and overseeing the preparation of financial statements, records, and reports. May specialize in some phase of accounting work such as federal funds accounting; property and equipment control, cost, payroll, or bond servicing. May assign and/or supervise the work of others. Employee works under limited supervision with moderate latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Prepares financial statements, budgets, vouchers, and payrolls submitted by the agency

Prepares technical reports on estimates, cost data, and budget limits

Prepares monthly status analyses of funds and expenditures

Maintains adequate records of expenditures, funds, appropriations, and expenses, as well as of revenue collected and deposited

Maintains and/or oversees the maintenance of systems and controls necessary to provide accurate accounts of expenditures and budget balances for agency programs

Reviews various records, reports, applications, and contracts

May instruct staff on the maintenance of accounting records on expenditures and revenue collected, the positing of general ledgers, and the posting of journals

May approve and sign expense accounts and purchase vouchers submitted for payment

May assist in planning accounting and clerical work procedures

May direct the maintenance of accounting records on receipts and disbursements

May allocate tax revenues to the appropriate funds

May assign and/or supervise the work of others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Three to five (3-5) years demonstrated experience in accounting, governmental accounting, or commercial accounting, including supervisory experience; Graduation from an accredited four-year college or university with major course work in accounting or finance with 15 hours of accounting courses.

Knowledge, Skills, and Abilities

Knowledge of the agency's fiscal program; of governmental accounting; of budget control methods, policies, and procedures; and of laws and regulations pertaining to financial operations

Ability to interpret and apply accounting theory, to plan and coordinate financial programs, to plan procedures and coordinate accounting operations, to interpret laws and regulations, and to assign and/or supervise the work of others

Knowledge in Uniform Grants Management Standards (UGMS) and GAAP

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

HIDALGO COUNTY DISTRICT CLERK'S OFFICE

DEPUTY DISTRICT CLERK SUPERVISOR

GENERAL DESCRIPTION

Under general supervision, undertakes and performs first line supervisory and complex legal clerical work of considerable difficulty associated with the day-to-day and overall operation of an assigned functional area within the office of the district clerk, while supervising administrative and personnel matters. Handles complaints from the public and may attend meetings as well as any other functions requested by the Elected Official or Department Head.

EXAMPLES OF WORK PERFORMED

Coordinates and supervises the staff and activities of a functional work unit

May participate in the hiring, interviewing, and recommending of new office staff; assists in identifying, developing, and implementing new employee and on-going staff development training programs; coordinates, prioritizes and assigns tasks and projects; tracks and reviews progress and process; monitors employee performance; assists in conducting and/or reviewing performance appraisals; recommends and undertakes approved subsequent performance-related actions

Recommends and assists implementing approved disciplinary actions

Provides input and participates in the identification, review, assessment, evaluation and/or modifications of office strategic plans; assists with the identification and monitoring of long and short range goals and objectives

Assists in recommending staff, equipment, facilities and related operational needs

Assists with identification, review, assessment, development, modification and implementation of operational policies and procedures; determines compliance to established policies and procedures; recommends changes to protocols and processes. Oversees, manages and performs work in one or more regularly scheduled or ad hoc areas of office operations

Undertakes special projects as assigned or required

Prepares correspondence, reports, and legal documents; responds to complex inquiries; and conducts and performs research and coordination necessary to formulate an accurate response

May perform other related duties involved in the operation of the business as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Three to four (3-4) years of experience in office administration with minimum two (2) years of supervisory experience required. Experience in government environment.

Graduation from an accredited four (4) year college or university in accounting, business administration, public administration or other related field.

Two (2) years of related experience may be substituted for one (1) year of the required education with a maximum substitution of two years.

Certificates, Licenses, & Registration

Must have a current valid Texas operator's driver's license

Must be able to be insured by the County's insurance carrier

Knowledge, Skills, and Abilities

Must have general knowledge of the divisions within the Elected Official's Office

Knowledge of applicable county, state and Federal statutes, rules, ordinances, codes, administrative orders, case law and other relevant directives

Knowledge of county and specific court-related policies and procedures

Knowledge of the principles and practices of management and supervision

Knowledge of the principles of records management

Knowledge of court processes, procedures and legal terminology including automated word processing and court case management systems

Knowledge of trends and practices in office, court and business operations

Ability to work under pressure in a dynamic environment with changing office demands and priorities

Ability to plan, organize, maintain work flow, train and supervise others

Ability to develop and implement office procedures

Ability to communicate effectively verbally and in writing and to follow written and verbal instructions

Ability to analyze legal documents, interpret statutory requirements and develop, modify and implement office procedures accordingly

Ability to provide information to the public without giving legal advice

Bilingual (English/Spanish) with the ability to converse fluently in both languages

Skill in reading, understanding, interpreting and applying relevant city, county, state and Federal statutes, rules, ordinances, codes, administrative orders, case law and other relevant directives

Skill in assessing, evaluating, prioritizing and handling multiple tasks, projects and demands

Skill in working within deadlines to complete projects and assignments

Skill in assessing, analyzing, identifying and recommending solutions to problems

Skill in establishing and maintaining effective working relations with co-workers, other County employees, representatives of other governmental agencies, the bar association, victims, witnesses, litigants, jurors, general public an others having business with the courts of Hidalgo County

Skill in operating a personal computer utilizing a variety of commonly used and specialized software applications

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Hidalgo County District Clerk Office

DATE: December 9, 2014

CURRENT POSITION TITLE: Deputy District Clerk II

CURRENT SLOT. #0011

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Delete

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount:	$ 33,975.00 Current Budgeted Salary	$ 0 Proposed Budgeted Salary	$ (33,975.00) Net Change

Position to be funded from one of the following:

☒ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	X	Exempt	
Non-Exempt		Non-Exempt	X
N/A			

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

After careful review and assessment of office divisions and in light of the new e-filing mandate, the district clerk office proposes to incorporate minor changes to our structure. Hence, our office proposes to DELETE the Deputy District Clerk II position and in light of the recent developments. The proposed changes will have no physical impact to the general fund or the office budget.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Laura Hinojosa	December 9, 2014				
	DEPARTMENT HEAD	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	■ YES	☐ NO	
2.		12/11/14				
	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO	
3.		12/12/14				
	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO	
4.	COMMISSIONERS COURT APPROVAL	DATE				

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Hidalgo County District Clerk Office

DATE: December 9, 2014

CURRENT POSITION TITLE: Chief of Appeals

CURRENT SLOT. #003 DE

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Salary Adjustment

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 56,238.00 (Current Budgeted Salary) $ 60,238.00 (Proposed Budgeted Salary) $ 4,000.00 (Net Change)

Position to be funded from one of the following:

☒ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	X	Exempt	X
Non-Exempt		Non-Exempt	
N/A			

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

The Chief of Appeals as been instrumental in the oversight and implementation of the eFiling mandate and standards in the appellate division. This has required training and development of old and new staff on new practices and procedures. The Chief of Appeals has simultaneously continued to manage the day-to-day traditional operations while overseeing the transition of civil eFiling and preparing for criminal eFiling in 2015.

NEW POSITION: Brief job description and attach a copy of the new job description.

See attached job description

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Laura Hinojosa DEPARTMENT HEAD	12/9/14 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	■ YES	☐ NO
2.	Esther A. Cortez/ng HUMAN RESOURCES DIRECTOR	12/11/14 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	[illegible] DEPARTMENT OF BUDGET & MANAGEMENT	12/12/14 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Hidalgo County District Clerk Office

DATE: December 9, 2014

CURRENT POSITION TITLE: Assistant Chief Deputy

CURRENT SLOT. 004

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Salary Adjustment

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 56,238.00 (Current Budgeted Salary) $ 64,238.00 (Proposed Budgeted Salary) $ 8,000.00 (Net Change)

Position to be funded from one of the following:

☒ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	X	Exempt	X
Non-Exempt		Non-Exempt	
N/A			

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

In addition to performing highly advanced senior-level managerial work involving the department's overall performance and coordinating high level day-to-day administrative operations, the Assistant Chief Deputy coordinates and implements CJIS reporting efforts, NICS incompetency case verification and reporting, OCA reporting, and Odyssey implementation and configuration on both civil and criminal. The Assistant Chief Deputy also serves as a liaison to the county's TexFile project involving civil case efiling and is assisting in the overall management of Multi-District Litigation/Hailstorm Cases.

NEW POSITION: Brief job description and attach a copy of the new job description.

See attached job description

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

The Assistant Chief Deputy additionally coordinates and implements CJIS reporting efforts, NICS incompetency case verification and reporting, OCA reporting, and Odyssey implementation and configuration on both civil and criminal. The Assistant Chief Deputy also serves as a liaison to the county's TexFile project involving civil case efiling and is assisting in the overall management of Multi-District Litigation/Hailstorm Cases.

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Laura Hinojosa DEPARTMENT HEAD	December 9, 2014 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	■	YES	☐ NO
2.	Esther A. Cortez/kg HUMAN RESOURCES DIRECTOR	12/11/14 DATE	PERSONNEL PROCEDURES COMPLETED	☑	YES	☐ NO
3.	[illegible] DEPARTMENT OF BUDGET & MANAGEMENT	12/12/14 DATE	BUDGET PROCEDURES COMPLETED	☑	YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE				

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Hidalgo County District Clerk Office

DATE: December 9, 2014

CURRENT POSITION TITLE: Executive Assistant II

CURRENT SLOT. #0005

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Salary Adjustment

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: **$** 51,739.00 (Current Budgeted Salary) $ 56,739.00 (Proposed Budgeted Salary) $ 5,000.00 (Net Change)

Position to be funded from one of the following:

☒ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	X	Exempt	X
Non-Exempt		Non-Exempt	
N/A			

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

In addition to performing highly advanced senior-level professional work involving budgetary and procurement duties and coordinating high level administrative operations, the Executive Assistant II serves as the IT support liaison and oversees the operations, training and management of the Jury Division including the transition and implementation of the new software, tools and equipment and oversight of office staff.

NEW POSITION: Brief job description and attach a copy of the new job description.

See attached job description

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Laura Hinojosa DEPARTMENT HEAD	December 9, 2014 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	■ YES	☐ NO
2.	Eddie A. Cantu HUMAN RESOURCES DIRECTOR	12/11/14 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	Jim R Brown DEPARTMENT OF BUDGET & MANAGEMENT	12/12/14 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Hidalgo County District Clerk Office

DATE: December 9, 2014

CURRENT POSITION TITLE: Executive Assistant IV

CURRENT SLOT. #0026

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Salary Adjustment

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount:	$ 65,507.00	$ 71,507.00	$ 6,000.00
	Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Position to be funded from one of the following:

☒ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	X	Exempt	X
Non-Exempt		Non-Exempt	
N/A			

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

The Executive Assistant IV has contributed to the overall implementation and coordination of the civil case eFiling mandate in the County of Hidalgo. In addition to the daily administrative support and human resources management, the Executive Assistance IV oversees all internal and external communications, special project management and special strategic initiatives important to the growth and development of the district clerk office. The Executive Assistant works closely with the elected-official to successfully complete all critical aspects of deliverables related to the office.

NEW POSITION: Brief job description and attach a copy of the new job description.

See attached "Executive Assistance IV" job description

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

Laura Hinojosa

1. Laura Hinojosa — DEPARTMENT HEAD — December 9, 2014 — DATE — FUNDING AVAILABLE IN DEPT. BUDGET — ■ YES ☐ NO
2. Esther A. Cantu — HUMAN RESOURCES DIRECTOR — 12/11/14 — DATE — PERSONNEL PROCEDURES COMPLETED — ☑ YES ☐ NO
3. Mike R. Trevino — DEPARTMENT OF BUDGET & MANAGEMENT — 12/12/14 — DATE — BUDGET PROCEDURES COMPLETED — ☑ YES ☐ NO
4. COMMISSIONERS COURT APPROVAL — DATE

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Hidalgo County District Clerk Office

DATE: December 9, 2014

CURRENT POSITION TITLE: Accountant IV

CURRENT SLOT #: 067

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Salary Adjustment

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: **$** 52,002.00 (Current Budgeted Salary) $ 56,002.00 (Proposed Budgeted Salary) $ 4,000.00 (Net Change)

Position to be funded from one of the following:

☒ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	X	Exempt	X
Non-Exempt		Non-Exempt	
N/A			

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

The Accountant IV manages the accounting division at the district clerk office. In addition to overseeing the accounting day-to-day activities the Accountant IV has contributed to the successful implementation of the new civil case eFiling mandate ensuring standard accounting principals and practices are incorporated accordingly. The Accountant IV has further been instrumental in the criminal transition to Odyssey (the county's judicial System) reviewing and assessing current and proposed financial transactions for a seamless data conversion.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Laura Hinojosa	December 9, 2014				
	DEPARTMENT HEAD	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	■ YES	☐ NO	
2.	Esther A. Cantu/HR	12/11/14				
	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO	
3.	[illegible]	12/12/14				
	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO	
4.	COMMISSIONERS COURT APPROVAL	DATE				

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Hidalgo County District Clerk Office

DATE: December 9, 2014

CURRENT POSITION TITLE: Deputy District Clerk Supervisor

CURRENT SLOT. 078

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Salary Adjustment

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: **$** 39,108.00 (Current Budgeted Salary) $ 46,083.00 (Proposed Budgeted Salary) $ 6,975.00 (Net Change)

Position to be funded from one of the following:

☒ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	X	Exempt	X
Non-Exempt		Non-Exempt	
N/A			

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

The Deputy District Clerk Supervisor has worked diligently with the Office of the Attorney General's Office to improve and streamline processes and communications regarding Attorney General cases. The Deputy District Clerk Supervisor has also been instrumental in the training of staff and implementation of civil case eFiling, while supervising the day-to-day business activity in the Judicial Annex, which includes oversight of the Child Welfare Court, County Courts at Law #7 and #8, Master Courts # 1 and #2, and the AG court cases.

NEW POSITION: Brief job description and attach a copy of the new job description.

See attached "Deputy District Clerk Supervisor" job description

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Laura Hinojosa	December 9, 2014				
	DEPARTMENT HEAD	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	■ YES	☐ NO	
2.	Estela A. Cantu	12/11/14				
	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO	
3.	Jim R. Travis	12/12/14				
	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO	
4.	COMMISSIONERS COURT APPROVAL	DATE				

AI -47813 **Human Resources** **9. G.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted For: Gabriel Castaneda, SHERIFF DEPT.

Submitted By: Rosie Cantu, BUDGET & MANAGEMENT

Department: SHERIFF DEPT.

Information

CAPTION

Sheriff's Office (1100):

1. Approval of the following personnel actions, effective 01/01/2015:

Action	Slot No.	Current Position Title	Current Budgeted Salary	Proposed Position Title	Proposed Budgeted Salary	Total Adjustment
Reclassify	0016	Information Technology Manager	$56,162.00	Information System Administrator	$61,022.00	$4,860.00
Reclassify	0243	Human Resources Specialist II	$34,135.00	Human Resources Supervisor	$40,135.00	$6,000.00
Delete Cloth. Allowance	0272	Administrative Assistant II	$500.00	Administrative Assistant II	-0-	($500.00)
Reclassify	0272	Administrative Assistant II	$32,029.00	Executive Assistant I	$37,029.00	$5,000.00
Delete	0415	Quality Assurance Inspector	$55,000.00	-	-0-	($55,000.00)
Create	0418	-	-	Communications Supervisor	$35,391.00	$35,391.00

2. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

Attachments

PARS

2

SS

Form Review

Inbox	Reviewed By	Date
Rosalinda Cantu	Rosie Cantu	12/12/2014 11:52 AM
Budget & Management	Veronica Ortiz	12/12/2014 01:43 PM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM

Form Started By: Rosie Cantu Started On: 12/12/2014 11:08 AM

Final Approval Date: 12/12/2014

HIDALGO COUNTY

Personnel Adjustment Request Form

BUDGET & MANAGEMENT DEPT
JUN 18 2014

RECEIVED
JUN - 4 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: **SHERIFF'S OFFICE /280** DATE: **5/23/2014**

CURRENT POSITION TITLE: **INFO TECH MANAGER** CURRENT SLOT #: **001-016**

REQUESTED POSITION TITLE: **INFO SYSTEM ADMINISTRATOR**

REQUEST FOR:

[ ] New Position [ ] Temporary Position [X] Position Reclassification* [ ] Other _____

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount:

$ 56,162.00	$ 61,022.00	$ 4,860.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change
$ 500.00	$ 500.00	$ 0.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [X] Will Require Additional Funds

[ ] Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[ ]
Non-Exempt	[X]	Non-Exempt	[X]
N/A	[ ]		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

This position will increase in job duties and additional supervisory duties.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	5-30-14 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO	
2.	Esther A. Cortez /gc HUMAN RESOURCES DIRECTOR	06-16-14 Date	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO	
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/12/2014 Date	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO	
4.	COMMISSIONERS' COURT APPROVAL	Date				

COUNTY OF HIDALGO

Human Resources Department

RECEIVED
JUN 04 2014
HUMAN RESOURCES

JOB AUDIT FORM

(i) This Job Audit Form is used to gather information about the duties, responsibilities, and qualifications needed for jobs performed by all County Employees. The information provided in this form is the basis for the job audit to determine that the classification of titles and pay grades reflect the position responsibilities accordingly. It is recommended that this form be completed by both the supervisor and the employee collaboratively and is essential for the success of this process.

(ii) In responding to the questions, it is important to be as accurate and thorough as possible when addressing the position.

(iii) This questionnaire is being used for a wide variety of positions with the County of Hidalgo and some questions will be more applicable to certain types of jobs. If you feel a question is not relevant to the position responsibilities, enter NOT APPLICABLE.

Supervisors wanting to Audit a New Position or Existing Position:

- ☐ If this request is for a reclassification requesting a title and grade change, complete all sections of this form and submit to the Human Resources Department to obtain required approvals.
- ☐ If this is a request for a reclassification for a position not currently part of the Inventory list, complete all sections of this form and submit to the Human Resources Department assigning new title, job reclassification and new pay grade if applicable.

Employee Name: Michael A. Garza ***Department:*** Sheriff's Office

Current Job Title/Grade: Info Tech Manager ***Proposed Job Title/Grade:*** Info. System Administrator

Immediate Supervisor: Captain Richard Ozuna ***Date:*** 05/28/14

1. Basic Functions and Scope of Job: *Please provide a brief summary of the main purpose of this job and the primary function of the position. State briefly the scope of the job duties performed.*

Responsible for the effective operation and maintenance of any and all technical hardware and software. Plan, organize, and manage tasks to achieve within budgeted funds and available personnel. Plan, assign and/or supervise the work of others. Design and develop wan and lan networks. System programming for complex mid-frame and mainframe server environments.

2. Work Performed: *Describe in detail the duties performed. State specifically what is done, and explain why and how.*

Current Duties:	*Proposed Duties:*

☒ ***Attach an additional list of duties on a separate page if needed***

3. Work Contacts: *The extent to which the position requires the ability to gain cooperation, persuade and influence other people. Indicate the level, frequency, difficulty and importance of work contacts.*

Contacts	*Frequency*	*Purpose of Contact*	*Means of Contact*
Elected Officials	Freq	Discuss future purchasing, address	Person to Person or Phone
Department Heads	Freq	Current problems need to addresse	Person to Person or Phone
Other outside Sources	Freq	Talk with other agencies to help anc	Mostly Phone contact
Vendors /Organizations	Freq	Contact vendors on a daily basis for	Phone contact only
Peers in other depts.	Freq	Discuss problems and fixes they ma	Person to Person or Phone
General Public			

Other (specify) _____

COMMONWEALTH OF VIRGINIA

Human Resources Department

4. Decision-Making: *Indicate level of capacity allowed under County policies, procedures and practices. Provide example of typical problems you must resolve and describe the judgment that is required.*

One Critical decision was at 2am when I was notified that Spillman Server crashed and could not repair from home. Came in to Office and discovered that the entire Hard Drive crashed and I could not recover. Luckily I had a back up and extra hard drives on hand. Advised 911 to go manual to lose any information. During that time I rebuilt the Server and imported all date with backup and we were backup in 4 hours vs being down for days and never be able to retrieve 4 years of data

5. Supervisory responsibility: *Extent to which position controls, directs, or is accountable for work of others.*

Supervision Capacity:	*Name and titles of employees supervised:*	*Type of Supervision (Close, General, Direct)*
Recommend for hiring	Fernando Guererro	Direct
Final hiring decision	Yes	Direct
Determine training needs	Yes	Direct
Plan and assign work	Yes	Direct
Reclassification/pay increase	No	None
Evaluate performance/conduct	Yes	Direct
Handle grievances/complaints	No	No
Initiate disciplinary actions	No	No
Recommend termination	Yes	General
Final termination decision	No	General
Other (Please explain)		

6. Physical Effort: *Amount of physical effort required to perform the job.*

X Operates no tools, machines or equipment.
___No significant lifting required.

Position while working. % of total time

Identify tools, equipment, machinery and materials handled. Indicate approximate percentage of available work time: %

Tools	50
Equipment	50
Machinery	
Materials Weight	

Work Conditions: The degree of exposure to work conditions such as dirt, heat, fumes, etc.

Surroundings	% of time	Surroundings	% of time
Dirt	40	Noise	50
Heat	30	Vibration	70
Fumes	30	Grease/oil	
Smoke		Dust/shavings	
Water		Office environment	

Frequency in position

Walking	30
Standing	10
Lifting	10
Climbing	10
Pulling	10
Pushing	10
Cramped or confined spaces	10
Sitting	20

Other

Comments:

7. Education/ Training and Experience Required:

Minimum academic, commercial, and technical qualifications required for performing the full duties of job.	*Minimum previous experience regarded as essential for a person with the specified educational background sufficient to perform this type of job.*
Academic _High School Diploma/GED _Two year college (Associate's Degree) Institute of Texas Technical Coll _Trade or Technical School (Certificate or diploma) _Four year college (Bachelor's Degree) _Graduate (Master's Degree) _Certification _Any specific/previous training or skills that can increase competency	**Years of Experience** (0-1, 1-3, 3-5, 5-more) Field of Experience 25 This type of job 25 Related experience On-the-job training Please describe the type and level of experience

8. Approvals

Employee Certification Section

I certify that the information contained in this job description document is correct and complete.

Employee Signature: Michael Garza **Date:** 05/29/14

Supervisor's Comment Section

If you have asked an employee in the position to complete this document, it is important that you, the supervisor, review the Job Audit Form since you may have a different perspective of this position. For example, an employee may tend to overstate responsibilities. Do not change the employee's description, but provide your comments with reference to the appropriate section in the employee's description. (Attach an additional sheet, if needed)

I agree with the employee's description:

☑ As written

☐ As modified on the attached sheet

☐ Advised employee of modifications regarding job description Employee's Initials _____

Supervisor's Signature: _____ Date: 5-30-14

Supervisor's Name and Title (please print)	Telephone #:	Email Address
Mario Lopez, Chief Deputy	(956) 393-6007	Mario.Lopez@hidalgosorc.us

JOB AUDIT FORM

2. Work Performed: *Describe in detail the duties performed. State specifically what is done and explain why and how.*

The Information Technology Manager position has been a very challenging experience. Since the Sheriff Office is a 24/7 operation, and since our latest and greatest software with our leaps and bounds in Technology, it has demanded the Sheriff Office IT Dept to be on call 24/7 , 365 days a year. This has been ongoing for 5 years. Below are the current duties that the Information Technology is responsible for.

- Maintain all Law Enforcement Bldg, all bureaus and divisions (135 pc's)
- Maintain all Detention Jail Bldg all bureaus and divisions.....(155 pc's)
- Maintain all Mobile Patrol Deputies...(growing to 225) .....(125 pc's)
- Total.....Sum(415 pc's)
- 800 Users
- Maintain and Support All Servers (16)
- All Backups for Servers
- 911 Call Center
- Live Scan DPS Inmate Finger Printing System
- Cross Match Detention Jail Finger Printing System
- Handle all Law Enforcement DVR Recordings for investigations
- Handle all Detention DVR Recordings for investigations
- Handle all ICE Agents needs
- Handle all BP Agents needs
- Handle all other Agencies needs that visit our facility
- Maintain and Handle RMS Records Software
- Maintain and Handle CAD Dispatch 911 Software
- Maintain and Handle Mobile Software
- Maintain GIS Zoning Mapping Software for Mobile GPS Location
- Dashboard Comp stats (Statistics for Sheriff)
- Ableterm Users
- 24/7 On Call
- SSA (Super Spillman Administrator)
  Hub Module
  Civil Process Module
  Equipment management Module
  Evidence Management Module
  Fleet Management Module

Imaging Module
Vehicle Impound Module
Law Records Module
Traffic Management Module
Pin Mapping Module
Spillman CAD Module
State Link Module
CAD Mapping Module
E911 Interface Module
Mobile Server -CAD Module
Mobile AVL Mapping Module
Comp stat Dashboard
Spillman Touch
Quickest Route
Arc GEO

New Sheriff Office Substation Responsibilities.
To Maintain, Operate, Upgrade and Service.

- 6 Servers
- User Access Control Cards
- 60 Computers
- 30 Security Camera's

Future Odyssey maintenance:

- Law Enforcement Bldg (135 pc's)
- Jail Detention Bldg.....(155 pc's)

HIDALGO COUNTY

INFORMATION SYSTEM ADMINISTRATOR

GENERAL DESCRIPTION

This position performs complex information system administration work. Work involves providing assistance in the planning, development, maintenance, and monitoring of integrated database systems, and ensuring that the conceptual and design phases of new applications are consistent with the structural parameters within the information environment. Manages and administers the County's computerized information system staff including mid-range computers, servers, internet firewall, e-mail server and local and wide area networks; serves as second tier manager directly under county CIO. May make decisions for department only in the absence of CIO.

EXAMPLES OF WORK PERFORMED

Manages multiple technology systems, related equipment and processes.

Manages loads information, reorganizes as necessary, and assists in monitoring database performance

Executes the procedures necessary to save, retrieve, and recover databases from hardware and software failures

Maintains data standards; prepares and develops database documentation, procedures, and definitions for data dictionaries

Creates test database environment for applications section, including the creation of necessary libraries and procedures

Assists with the installation of database software and with analyzing, designing, and implementing databases

Assists with designing and maintaining database structures

Assists with establishing and implementing necessary database security controls

Manages the County's information system including hardware; assesses current and future data processing needs for County department users and modifies existing systems and writes/installs or recommends new programs and hardware to meet user needs

Provides the management for a computerized recordkeeping system, eliminating many manual records and the need for outside vendor systems

Confers with user departments regularly to identify computerization needs and determines how the desired results can be achieved; analyzes existing systems and programs and develops or recommends new systems or modifications to existing systems

Assures system documentation by directing the writing of detailed descriptions of the system components; supervises the training of user department personnel in the use of PC's, terminals, printers and other peripherals, in addition to the program applications installed

Recommends and directs software changes and updates to keep department systems up-todate; monitors any software changes; assists departments with regard to program changes and operations

Assists in designing special forms for user departments; assists in determining if the form meets user needs, determines number of forms, etc.

Develops methodology to expand flexibility of programs or systems to meet changing needs of user departments and to accommodate future expansion without necessitating a major redesign of the systems at a later date

Works on special projects to assist various offices, departments and committees in establishing goals and deadlines pertaining to the cycle or flow of county information between departments and to the local, state, and federal government.

Determines the most effective way to design a system or write a program and authorizes scheduling

Maintains contacts with all user departments, hardware vendors and other systems representatives

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Seven (7) year experience in technology management, experience in system design and programming work including three (3) years in a supervisory role

Graduation from an accredited four (4) year college or university with major course work in computer science, management information systems or a technology specialized degree.

Knowledge, Skills, and Abilities

Knowledge of the principles, practices, and techniques of computer programming and systems design; of computer operations, systems, and procedures; of project control and cost estimating techniques; of computer programming languages; of data processing flowcharting techniques; of database structures and theories; of current database technologies; and of data analysis techniques

Ability to identify and define user task needs, to process information logically, and to conduct short-range and long-range project planning studies

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job

While performing the duties of this job, the employee is required to sit and use hands to fingers, or feel objects, tools or controls. The employee is required to stand; walk; reach with hands and arms; and stoop, kneel

The employee must occasionally lift and/or move up to twenty-five (25) pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

HIDALGO COUNTY
Personnel Adjustment Request Form

BUDGET & MANAGEMENT-BD
JUN 18 2014

RECEIVED
JUN - 4 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: **SHERIFF'S OFFICE /280** DATE: **5/23/2014**

CURRENT POSITION TITLE: **HUMAN RESOURCES SPECIALIST II** CURRENT SLOT #: **001-243**

REQUESTED POSITION TITLE: **HUMAN RESOURCES SUPERVISOR**

REQUEST FOR:

[ ] New Position [ ] Temporary Position [X] Position Reclassification* [ ] Other _____

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount:

$ **34,135.00** Current G&S/ Budgeted Salary $ **40,135.00** Proposed G&S/ Budgeted Salary $ **6,000.00** Net Change

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [X] Will Require Additional Funds

[ ] Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[ ]
Non-Exempt	[X]	Non-Exempt	[X]
N/A	[ ]		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

This position currently supervies other staff members of the HCSO Personnel Office. She is held accountable for all actions involving personnel matters. This position administers over 800 personnel files and is responsible for all actions with regards to the files and changes that affect the employee slot and file. In addition to these, additional duties and responsibilities will be assigned.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

This position will require the additional duties; oversight of Worker's Compensation claims and Unemployment claims for the Sheriff's office. Will be responsible for working with other departments of the county such as Budget Office in preparing/ verifying the correct salaries for HCSO employees. Will require to train and supervise others. In addition, this employee will serve as an executive assistant to the Chief Deputy.

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	5-30-14 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO	
2.	Esther A. Cortez /for HUMAN RESOURCES DIRECTOR	06.16.14 Date	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO	
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/12/2014 Date	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO	
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY SHERIFF'S OFFICE

HUMAN RESOURCES SUPERVISOR

GENERAL DESCRIPTION

Performs routine (journey-level) human resources management work. Work involves administering or assisting in the administration of a human resources management program and ensuring compliance with state and federal laws and regulations; May train others; Works under moderate supervision, with limited latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Administers and scores employment test

Recruits, screens, and interviews applicants; evaluates their qualifications; and refers qualified applicants to the proper hiring authorities

Completes human resources-related surveys and questionnaires

Compiles and analyzes wage data

Prepares human resources correspondence and reports

Provides advice and assistance on classification, compensation, recruitment, retention, leave provisions, and salary administration matters

Assists in training and counseling agency staff on issues, rules, and regulations related to human resources management

Assists in preparing new or revised job descriptions

Preparation and submission of all documents required by the Texas Commission of Law Enforcement Officers Standards and Education employees (Certified Peace Officers and/or Certified Jailers) that (a) are currently employed, (b) have resigned or have been terminated or, (c) are pending the hiring process

Scheduling of medical exams, drug testing, and psychological exams of all proposed applicants for Peace Officer or Jailer

Verification of present or past employment of all proposed applicants

Preparation and submission of all documents required by the County of Hidalgo and the Hidalgo County Sheriff's Department for employment of all applicants

Monitor, prepare, and process scheduled wage time sheet periods to include all status of all probation employees and longevity pay

Distributes payroll

Preparation and submission of Workers Compensation Forms

Preparation and submission of Unemployment Claims

Oversee human resources activities

Counsels staff on issues; explains rules and regulations related to human resources management

Conducts reviews and evaluations and procedures statistical or narrative reports of findings

Assist in budget preparation

Works with the Budget Office in regards to the Budget process for the next fiscal year.

Plan, assign, and/or supervise the work of others

Plan and coordinate special and administrative assignments and programs

Works with the County Personnel Office in the requisition and hiring procedures for all new employees

Custodian of Records for all personnel files

Regular attendance is a must

Ability to work well with others

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Two (2) years of experience in human resources management work

Graduation from an accredited four-year college or university with major course work in human resources management, business or public administration, or a related field

Two (2) years of experience may be substituted for one (1) year of education

Knowledge, Skills, and Abilities

Knowledge of the principles and practices of human resources management; compensation principles and practices; job evaluation methods; and of federal, state, and local laws, statutes, and regulations

Skill in conducting interviews

Ability to evaluate applicant qualifications, to analyze job requirements, to prepare and revise job descriptions, to explain policies and procedures to staff and the public, and to train others

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

COUNTY OF HIDALGO

Human Resources Department

RECEIVED
JUN 04 2014
HUMAN RESOURCES

JOB AUDIT FORM

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(ii) In responding to the questions, it is important to be as accurate and thorough as possible when addressing the position.

(iii) This questionnaire is being used for a wide variety of positions with the County of Hidalgo and some questions will be more applicable to certain types of jobs. If you feel a question is not relevant to the position responsibilities, enter NOT APPLICABLE.

Supervisors wanting to Audit a New Position or Existing Position:

- ☐ If this request is for a reclassification requesting a title and grade change, complete all sections of this form and submit to the Human Resources Department to obtain required approvals.
- ☐ If this is a request for a reclassification for a position not currently part of the Inventory list, complete all sections of this form and submit to the Human Resources Department assigning new title, job reclassification and new pay grade if applicable.

Employee Name: ZUJEY GAMINO ***Department:*** SHERIFF'S OFFICE

Current Job Title/Grade: HR SPECIALIST II ***Proposed Job Title/Grade:*** HR SUPERVISOR

Immediate Supervisor: CHIEF DEPUTY MARIO LOPEZ ***Date:*** 5/27/2014

1. *Basic Functions and Scope of Job:* *Please provide a brief summary of the main purpose of this job and the primary function of the position. State briefly the scope of the job duties performed.*

This position is responsible for all Personnel issues of the Sheriff's Office 809 employees. Supervises all paperwork that is being submitted to different County departments for hiring, firing, pay increases, works on salary schedules, change of status forms. ~~Oversees the submission of timesheets, and employee accurals.~~

2. *Work Performed:* *Describe in detail the duties performed. State specifically what is done, and explain why and how.*

Current Duties:	*Proposed Duties:*
Submits paperwork to HR, TCOLE, Budget, Sets up appointments for new hires, checks for compliance on new hires and current employees.	Works on salary schedules for next fiscarl year with Budget assigned to work on unemployment claims and worker's compensation claims, wks directly with chief

☐ ***Attach an additional list of duties on a separate page if needed***

3. *Work Contacts:* *The extent to which the position requires the ability to gain cooperation, persuade and influence other people. Indicate the level, frequency, difficulty and importance of work contacts.*

Contacts	*Frequency*	*Purpose of Contact*	*Means of Contact*
Elected Officials	frequent	approvals of paperwork submitted	in peson/ by phone
Department Heads	frequent	day-day basis regarding employees	in person / by phone
Other outside Sources	frequent	scheduling for new hires	in person / by phone
Vendors /Organizations	N/A		
Peers in other depts.	frequent	questions, concerns, issues	in person / by phone
General Public	frequent	questions about hiring procedures	in person / by phone

Other (specify) _____

COUNTY OF HIDALGO

Human Resources Department

JOB AUDIT FORM

(1) This job audit form is used to gather information about the duties, responsibilities, and qualifications needed for jobs performed by Hidalgo County employees. The information is provided to the Texas Job Analysis Unit to determine the classification of jobs and pay grades for regular positions in county government. It is recommended that this form be completed by the supervisor and the employee collaboratively and in person for the success of this process.

(2) In completing the questions, it is important to answer each question completely and accurately.

(3) This questionnaire is to be completed by the supervisor of positions with the County of Hidalgo and some questions may be more appropriate to certain types of jobs. If any question is not applicable to a position, please indicate "N/A".

Supervisor's Instructions to Audit a New Position or Existing Position:

In this section, please provide information to describe the job and specific changes, examples and services of this form and submit to the Human Resources Department to obtain results. Attachments

If this is a request for reclassification from a previously existing part of the hierarchy like an update or revision of job duties and submit to the Human Resources Department. Attachments

Employee's Name: _____ Department: _____

Current Job Title/Division: _____ Proposed Job Title/Division: _____

Immediate Supervisor: _____ Date: _____

1. Job Site Description and Physical Requirements: Please provide a brief summary of the main purpose of this job and the primary function of the position. Describe the physical requirements of the job.

Does the position require the employee to work in the field? Yes No

Does the position require the employee to work in the office? Yes No

Does the position require the employee to work in a warehouse? Yes No

Does the position require the employee to work in a laboratory? Yes No

Does the position require the employee to work in a vehicle? Yes No

Does the position require the employee to work in a shop? Yes No

Does the position require the employee to work in a kitchen? Yes No

Does the position require the employee to work in a classroom? Yes No

Does the position require the employee to work in a courtroom? Yes No

Does the position require the employee to work in a hospital? Yes No

Does the position require the employee to work in a clinic? Yes No

Does the position require the employee to work in a nursing home? Yes No

Does the position require the employee to work in a jail? Yes No

Does the position require the employee to work in a prison? Yes No

Does the position require the employee to work in a detention center? Yes No

Does the position require the employee to work in a juvenile detention center? Yes No

Does the position require the employee to work in a mental health facility? Yes No

Does the position require the employee to work in a substance abuse facility? Yes No

Does the position require the employee to work in a rehabilitation center? Yes No

Does the position require the employee to work in a correctional facility? Yes No

Does the position require the employee to work in a probation office? Yes No

Does the position require the employee to work in a parole office? Yes No

Does the position require the employee to work in a pretrial services office? Yes No

Does the position require the employee to work in a drug court? Yes No

Does the position require the employee to work in a veterans court? Yes No

Does the position require the employee to work in a mental health court? Yes No

Does the position require the employee to work in a substance abuse court? Yes No

Does the position require the employee to work in a family court? Yes No

Does the position require the employee to work in a juvenile court? Yes No

Does the position require the employee to work in a criminal court? Yes No

Does the position require the employee to work in a civil court? Yes No

Does the position require the employee to work in a probate court? Yes No

Does the position require the employee to work in a bankruptcy court? Yes No

Does the position require the employee to work in a tax court? Yes No

Does the position require the employee to work in a traffic court? Yes No

Does the position require the employee to work in a small claims court? Yes No

Does the position require the employee to work in a justice of the peace court? Yes No

Does the position require the employee to work in a constable's office? Yes No

Does the position require the employee to work in a sheriff's office? Yes No

Does the position require the employee to work in a police department? Yes No

Does the position require the employee to work in a fire department? Yes No

Does the position require the employee to work in an emergency medical services? Yes No

Does the position require the employee to work in a search and rescue? Yes No

Does the position require the employee to work in a hazardous materials? Yes No

Does the position require the employee to work in a radiation? Yes No

Does the position require the employee to work in a biohazard? Yes No

Does the position require the employee to work in a chemical? Yes No

Does the position require the employee to work in a toxic? Yes No

Does the position require the employee to work in a corrosive? Yes No

Does the position require the employee to work in a flammable? Yes No

Does the position require the employee to work in an explosive? Yes No

Does the position require the employee to work in a radioactive? Yes No

Does the position require the employee to work in a nuclear? Yes No

Does the position require the employee to work in a biological

4. Decision-Making: *Indicate level of capacity allowed under County policies, procedures and practices. Provide example of typical problems you must resolve and describe the judgment that is required.*

Sorts out applications for employment, sets up exams and medical appointments, Point of contact with TCOLE for questions on Deputy/ Detention Officer licenses.

5. Supervisory responsibility: *Extent to which position controls, directs, or is accountable for work of others.*

Supervision Capacity:	*Name and titles of employees supervised:*	*Type of Supervision (Close, General, Direct)*
Recommend for hiring		
Final hiring decision		
Determine training needs		
Plan and assign work	Apolonia Suprise/Oneida Diaz - Admin. Asst.	Direct
Reclassification/pay increase	Apolonia Suprise/Oneida Diaz-Admin Asst.	Direct
Evaluate performance/conduct		
Handle grievances/complaints	Apolonia Suprise/Oneida Diaz-Admin. Asst.	Direct
Initiate disciplinary actions		
Recommend termination		
Final termination decision		
Other (Please explain)		

6. Physical Effort: *Amount of physical effort required to perform the job.*

___Operates no tools, machines or equipment.
X No significant lifting required.

Identify tools, equipment, machinery and materials handled. Indicate approximate percentage of available work time: %

Tools	0%
Equipment	100%
Machinery	0%
Materials Weight	0%

Work Conditions: The degree of exposure to work conditions such as dirt, heat, fumes, etc.

Surroundings	% of time	Surroundings	% of time
Dirt	0%	Noise	5%
Heat	0%	Vibration	0%
Fumes	0%	Grease/oil	0%
Smoke	0%0%	Dust/shavings	0%
Water	0%	Office environment	95%

Position while working. % of total time

Frequency in position

Walking	20%
Standing	17%
Lifting	1%
Climbing	2%
Pulling	0%
Pushing	0%
Cramped or confined spaces	0%
Sitting	60%

Other ___

Comments:

7. Education/ Training and Experience Required:

Minimum academic, commercial, and technical qualifications required for performing the full duties of job.	*Minimum previous experience regarded as essential for a person with the specified educational background sufficient to perform this type of job.*
Academic	**Years of Experience**
✓High School Diploma/GED	(0-1, 1-3, 3-5, 5-more)
_Two year college (Associate's Degree) ___	Field of Experience 5+
_Trade or Technical School (Certificate or diploma)___	This type of job 5+
_Four year college (Bachelor's Degree) ___	Related experience 5+
_Graduate (Master's Degree) ___	On-the-job training 5+
_Certification ___	Please describe the type and level of experience
✓Any specific/previous training or skills that can increase competency	
TCOLE training, HR training, Payroll Law	

8. Approvals

Employee Certification Section

I certify that the information contained in this job description document is correct and complete.

Employee Signature: _____ **Date:** 5/27/14

Supervisor's Comment Section

If you have asked an employee in the position to complete this document, it is important that you, the supervisor, review the Job Audit Form since you may have a different perspective of this position. For example, an employee may tend to overstate responsibilities. Do not change the employee's description, but provide your comments with reference to the appropriate section in the employee's description. (Attach an additional sheet, if needed)

I agree with the employee's description:

☑ As written

☐ As modified on the attached sheet

☐ Advised employee of modifications regarding job description Employee's Initials _____

Supervisor's Signature: _____ Date: 5-30-14

Supervisor's Name and Title (please print)	Telephone #:	Email Address
Nano Lopez, Chief Deputy	956-393-6007	Zuyay.

HIDALGO COUNTY

Personnel Adjustment Request Form

BUDGET & MANAGEMENT-BD
JUN 18 2014

RECEIVED
JUN - 4 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: **SHERIFF'S OFFICE /280** DATE: **5/23/2014**

CURRENT POSITION TITLE: **ADMINISTRATIVE ASSISTANT I** CURRENT SLOT #: **001-272**

REQUESTED POSITION TITLE: **EXECUTIVE ASSISTANT I**

REQUEST FOR:

[ ] New Position [ ] Temporary Position [X] Position Reclassification* [ ] Other _____

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount:

$ **32,029.00** Current G&S/ Budgeted Salary	$ **37,029.00** Proposed G&S/ Budgeted Salary	$ **5,000.00** Net Change
$ **500.00** Current G&S/ Budgeted Salary	$ **0.00** Proposed G&S/ Budgeted Salary	$ **(500.00)** Net Change

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [X] Will Require Additional Funds

[ ] Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[ ]
Non-Exempt	[X]	Non-Exempt	[X]
N/A	[ ]		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

This position will assist in the effeciency and effectiveness of the Sheriff's Office operation. Will provide the ability to coordinate and manage the demands of the office of Sheriff to better serve the general public and the entities interacted with daily.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

This position will serve as a primary staff support to the Sheriff, will serve as Sheriff's liaison to other entities & the general public, review all correspondence and requests for information directed to the executive to ensure an appropriate response, review and file sensitive and confidential information, coordinate and manage appointments and events, may monitor and supervise personnel.

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	5/30/14 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO	
2.	Esther A. Cortez /hpa HUMAN RESOURCES DIRECTOR	06.16.14 Date	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO	
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/12/2014 Date	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO	
4.	COMMISSIONERS' COURT APPROVAL	Date				

00-045HIDALGO COUNTY

HIDALGO COUNTY

EXECUTIVE ASSISTANT I

GENERAL DESCRIPTION

Performs advanced (senior-level) professional assistance work for an executive; Work involves coordinating or overseeing high-level administrative operations of the County or department. May assign and/or supervise the work of others; Works under limited supervision with considerable latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Develops administrative procedures, standards, and methods

Prepares technical aspects of manuals and publications

Oversees the review and evaluation of work content for the purpose of developing effective administrative practices and formulating policies that may contribute to the improvement of public services provided by the County

Coordinates work with other governmental agencies and private organizations

Advises the County's executive on administrative matters within the County

Provides technical administrative assistance to the County executive

Assists in planning, preparing, or overseeing the preparation of reports

May assist the executive with general human resource management actions

May assist in budget preparation

May assign and/or supervise the work of others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

One (1) year related experience

Graduation from an accredited four-year college or university with major course work in business administration or a related field

Two (2) years of experience may be substituted for one (1) year of education

Knowledge, Skills, and Abilities

Knowledge of accepted business practices and procedures involved in providing services and of applicable rules, regulations, and policies, as well as related legislative and legal practices and procedures

Ability to communicate effectively, and to handle high level administrative issues, to assign and/or supervise the work of others

Ability to analyze and solve work related problems

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

COUNTY OF HIDALGO

Human Resources Department

RECEIVED
JUN 04 2014
HUMAN RESOURCES

JOB AUDIT FORM

(i) This Job Audit Form is used to gather information about the duties, responsibilities, and qualifications needed for jobs performed by all County Employees. The information provided in this form is the basis for the job audit to determine that the classification of titles and pay grades reflect the position responsibilities accordingly. It is recommended that this form be completed by both the supervisor and the employee collaboratively and is essential for the success of this process.

(ii) In responding to the questions, it is important to be as accurate and thorough as possible when addressing the position.

(iii) This questionnaire is being used for a wide variety of positions with the County of Hidalgo and some questions will be more applicable to certain types of jobs. If you feel a question is not relevant to the position responsibilities, enter NOT APPLICABLE.

Supervisors wanting to Audit a New Position or Existing Position:

- ☑ If this request is for a reclassification requesting a title and grade change, complete all sections of this form and submit to the Human Resources Department to obtain required approvals.
- ☐ If this is a request for a reclassification for a position not currently part of the Inventory list, complete all sections of this form and submit to the Human Resources Department assigning new title, job reclassification and new pay grade if applicable.

Employee Name: Rosa Salazar ***Department:*** Sheriff's Office

Current Job Title/Grade: Administrative Assistant II ***Proposed Job Title/Grade:*** Executive Assistant I

Immediate Supervisor: J.E. "Eddie" Guerra, Sheriff ***Date:*** May 27, 2014

1. Basic Functions and Scope of Job: *Please provide a brief summary of the main purpose of this job and the primary function of the position. State briefly the scope of the job duties performed.*

This position deals directly with the Sheriff, takes care of all incoming calls, prepares memos, coordinates appointments for Sheriff, and also handles the distribution of paper work from office within.

2. Work Performed: *Describe in detail the duties performed. State specifically what is done, and explain why and how.*

Current Duties:	*Proposed Duties:*
answer calls by phone, coordinate appointments between other local departments and Sheriff and at times for Command Staff, dessiminate incoming /outgoing faxes, etc., handle all incoming mail.	handles the general public who wish to meet with Sheriff, coordinates Sheriff's agenda, draft press releases to media, help out with the implementation of old and new

☐ ***Attach an additional list of duties on a separate page if needed***

3. Work Contacts: *The extent to which the position requires the ability to gain cooperation, persuade and influence other people. Indicate the level, frequency, difficulty and importance of work contacts.*

Contacts	*Frequency*	*Purpose of Contact*	*Means of Contact*
Elected Officials	frequent	coordinate meetings	in person/by phone
Department Heads	frequent	coordinat meetings	in person by phone
Other outside Sources	frequent	wishing to meet with sheriff	by phone
Vendors /Organizations	n/a	N/A	n/a
Peers in other depts.	frequent	questions, wishing meet with sheriff	in person /by phone
General Public	frequent	questions, wishing to meet w/ sherif	in person /by phone

Other (specify) _____

4. Decision-Making: *Indicate level of capacity allowed under County policies, procedures and practices. Provide example of typical problems you must resolve and describe the judgment that is required.*

very minor

5. Supervisory responsibility: *Extent to which position controls, directs, or is accountable for work of others.*

Supervision Capacity:	*Name and titles of employees supervised:*	*Type of Supervision (Close, General, Direct)*
Recommend for hiring		
Final hiring decision		
Determine training needs		
Plan and assign work		
Reclassification/pay increase		
Evaluate performance/conduct		
Handle grievances/complaints		
Initiate disciplinary actions		
Recommend termination		
Final termination decision		
Other (Please explain)		

6. Physical Effort: *Amount of physical effort required to perform the job.*

✓ Operates no tools, machines or equipment. ✓ No significant lifting required.	Position while working. % of total time
Identify tools, equipment, machinery and materials handled. Indicate approximate percentage of available work time: % Tools 0% Equipment 100% Machinery 0% Materials Weight 0% **Work Conditions:** The degree of exposure to work conditions such as dirt, heat, fumes, etc. **Surroundings** / **% of time**: Dirt 0%; Heat 0%; Fumes 0%; Smoke 0%; Water 0% **Surroundings** / **% of time**: Noise 5%; Vibration 0%; Grease/oil 0%; Dust/shavings 0%; Office environment 100%	Frequency in position Walking 21% Standing 8% Lifting 1% Climbing 0% Pulling 0% Pushing 0% Cramped or confined spaces 0% Sitting 70% Other
Comments:	

7. Education/ Training and Experience Required:

Minimum academic, commercial, and technical qualifications required for performing the full duties of job.	*Minimum previous experience regarded as essential for a person with the specified educational background sufficient to perform this type of job.*
Academic ✓ High School Diploma/GED ✓ Two year college (Associate's Degree) 1 year South Texas College _ Trade or Technical School (Certificate or diploma) _ Four year college (Bachelor's Degree) _ Graduate (Master's Degree) _ Certification _ Any specific/previous training or skills that can increase competency	**Years of Experience** (0-1, 1-3, 3-5, 5-more) Field of Experience 5+ This type of job 5+ Related experience 5+ On-the-job training 5+ Please describe the type and level of experience

8. Approvals

Employee Certification Section

I certify that the information contained in this job description document is correct and complete.

Employee Signature: Brisam Salazar **Date:** May 27, 2014

Supervisor's Comment Section

If you have asked an employee in the position to complete this document, it is important that you, the supervisor, review the Job Audit Form since you may have a different perspective of this position. For example, an employee may tend to overstate responsibilities. Do not change the employee's description, but provide your comments with reference to the appropriate section in the employee's description. (Attach an additional sheet, if needed)

I agree with the employee's description:

☑ As written

☐ As modified on the attached sheet

☐ Advised employee of modifications regarding job description Employee's Initials _____

Supervisor's Signature: _____ Date: 5-30-14

Supervisor's Name and Title (please print)	Telephone #:	Email Address
Mario Lopez, Chief Deputy	(956) 393-6007	Zuyey.gamino@yahoo.com

HIDALGO COUNTY
Personnel Adjustment Request Form

BUDGET & MANAGEMENT-BD
JUN 18 2014

RECEIVED
JUN - 4 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: **SHERIFF'S OFFICE /280** DATE: **5/30/2014**

CURRENT POSITION TITLE: **QUALITY ASSURANCE INSPECTOR** CURRENT SLOT #: **001-415**

REQUESTED POSITION TITLE:

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other **DELETE POSITION**

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount:

$	$	$
55,000.00	**0.00**	**(55,000.00)**
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [X] Will Require Additional Funds

[ ] Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[ ]
Non-Exempt	[X]	Non-Exempt	[X]
N/A	[ ]		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

DELETING VACANT POSITION. POSITION WILL NOT BE FILLED.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	5-30-14 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ]	NO
2.	Esthela A. Cortez/hr HUMAN RESOURCES DIRECTOR	06.16.14 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	06/27/2014 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
4.	COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUN - 4 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: **SHERIFF'S OFFICE /280** DATE: **6/3/2014**

CURRENT POSITION TITLE: CURRENT SLOT #: **001-418**

REQUESTED POSITION TITLE: **COMMUNICATIONS SUPERVISOR**

REQUEST FOR:

[X] New Position [ ] Temporary Position [ ] Position Reclassification* [ ] Other _____

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount:

$ 0.00	$ 35,391.00	$ 35,391.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[X] Other QUALITY ASSURANCE INSPECTOR SLOT #001-415 BEING DELETED

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:
Exempt [ ]
Non-Exempt [X]
N/A [ ]

FLSA:
Exempt [ ]
Non-Exempt [X]

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

This position is being created to assist in the Supervisory rotation and enhance our traning efforts.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	[signature] DEPARTMENT HEAD	6/4/13 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ]	NO
2.	Esther A. Cortez/pfr HUMAN RESOURCES DIRECTOR	06.16.14 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
3.	[signature] DEPARTMENT OF BUDGET & MANAGEMENT	12/12/2014 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
4.	COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY SHERIFF'S OFFICE

COMMUNICATIONS SUPERVISOR

GENERAL DESCRIPTION

Performs complex (journey-level) managerial work. Work involves supervising all communications staff to ensure efficient and effective handling of all incoming emergency and administrative calls by telephone or two-way radio from the public, County department, or other departmental or law enforcement personnel. Will obtain and share needed information via teletype equipment or computer. Works under limited supervision, with extensive latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Oversees and supervises the daily operations of communication officer (usually four) in the performance of their duties

Prepares shift schedules and coordinates time and attendance to meet the department's staffing needs

Supervises, monitors and directs the activities of 9-1-1 call-takers, dispatchers, trainers and training program/processes

Reviews shift activities at the end of the shift with relieving Supervisor to ensure accurate exchange of information

Evaluates employee performance and prepares performance appraisals as requested

May conduct citizen and internal complaint investigations (e.g. accept, review, prepare recommendations, attend disciplinary review boards, present findings, attend Law Enforcement Merit System Council meetings, etc.)

Assists in preparation and administration of plans in conjunction with legislative action, administrative procedure and joint action groups to provide frameworks for accomplishments of missions

Demonstrates continuous effort to improve operations, decrease turnaround times and streamline work processes

Prepares strategic plans for the department's goals and submits for upper management approval.

Attends meetings with other end users and agencies; conducts meetings as needed

In the absence of a Communications Officer, performs all the duties assigned to a Communications Officer

Responsible for insuring all law enforcement records created during the shift are properly documented and accounted for

I

Insures all calls received during the shift receive appropriate attention

Performs other related work as assigned

GENERAL QUALIFICATION GUIDELINES

EDUCATION and/or EXPERIENCE

Minimum of five (5) years of experience in communications, dispatching, and/or related work

Graduation from an accredited two (2) year college with an Associate's degree in related field

Special Law Enforcement telecommunications training

Two (2) years of experience may be substituted for one (1) year of education

Bilingual (Spanish and English) with ability to converse fluently in both languages

CERTIFICATES, LICENSES, REGISTRATIONS

Must have a current valid Texas motor vehicle operator's license

Must be able to be insured by the County's insurance carrier

Certificate as a Telecommunications Operator from the Texas Commission on Law Enforcement Officers Standard and Education (TCLEOSE) required

Knowledge, Skills, and Abilities

Knowledge of radio transmission procedures and of Federal Communications Commission rules and regulations governing operation of radio and teletype transmitting and receiving

Ability to communicate effectively both orally and in writing and speak clearly and concisely

Ability to speak effectively with citizens and employees of organizations

Ability to use radio and electronic data communications equipment

Ability to multitask in a stressful situation

Ability to keep accurate records

Ability to operate, or demonstrated ability to learn to operate, a computer

Ability to read and write in the English language

Ability to speak in English and Spanish

Ability to read and interpret documents such as safety rules, operating and maintenance instructions and procedure manuals

Ability to write reports and correspondence

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists

Priorities for this position are constantly changing, employee must be able to adapt to urgent and stressful environments

Ability to train and supervise others

Must be able to work holidays, weekends, irregular hours and shift work with possible extension of shift hours, at times with short notice

Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an

employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, December 16, 2014 Agenda Item: AI 47813

Summary of request/proposal:
Sheriff's Office (1100):
Approval to reclassify, delete & create positions & remove clothing allowance as follows:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Information Technology Manager reclassify to Information System Administrator	0016	113	56,162.00	61,022.00	4,860.00
1100	Human Resources Specialist II reclassify to Human Resources Supervisor	0243	113	34,135.00	40,135.00	6,000.00
1100	Administrative Assistant II reclassify to Executive Assist. I	0272	113	32,029.00	37,029.00	5,000.00
1100	Quality Assurance Inspector	0415	113	55,000.00	0.00	(55,000.00)
1100	Communications Supervisor	0418	113	0.00	35,391.00	35,391.00
TOTAL REG. F/T EMPLOYEES (OBJECT CODE 113)				177,326.00	173,577.00	(3,749.00)
1100	Administrative Assistant II	0272	119	500.00	0.00	(500.00)
TOTAL CLOTH. ALLOW. (OBJECT CODE 119)				500.00	0.00	(500.00)
TOTAL REG. F/T EMPLOYEES & CLOTH. ALLOW.				355,652.00	347,154.00	(4,249.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-421-00-280-001-0-	113	SHERIFF'S OFFICE-	REGULAR FULL TIME	($3,749.00)
5-1100-421-00-280-001-0-	119	SHERIFF'S OFFICE-	CLOTHING ALLOWANCE	($500.00)
5-1100-421-00-280-001-0-	211	SHERIFF'S OFFICE-	HEALTH INSURANCE	$0.00
5-1100-421-00-280-001-0-	212	SHERIFF'S OFFICE-	LIFE INSURANCE	$0.00
5-1100-421-00-280-001-0-	220	SHERIFF'S OFFICE-	FICA	($325.05)
5-1100-421-00-280-001-0-	230	SHERIFF'S OFFICE-	RETIREMENT	($451.67)
5-1100-421-00-280-001-0-	250	SHERIFF'S OFFICE-	UNEMPLOYMENT COMP	($25.49)
5-1100-421-00-280-001-0-	260	SHERIFF'S OFFICE-	WORKER'S COMP	($8.92)
			2014 Budgetary Impact	($5,060.13)

2015 Budgetary Impact: ($5,060.13)

Possible Funding Sources: COST SAVINGS- NO BUDGETARY IMPACT

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2015 SALARY SCHEDULE

5-1100-421-00-280-001-0

SHERIFF'S OFFICE

Slot #	Obj Code	POSITION TITLE	2014 BUDGETED SALARY	2015 ADJUSTED SALARY	2015 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2015 BUDGETED SALARY APPROVED	2015 ACTUAL SALARY
0001	111	COUNTY SHERIFF	$140,595.00	$0.00	$140,595.00	0	$0.00	$0.00	$140,595.00	$0.00
0003	113	DIVISION COMMANDER	$77,250.00	$0.00	$77,250.00	0	$0.00	$0.00	$77,250.00	$0.00
0004	113	DIVISION COMMANDER	$77,250.00	$0.00	$77,250.00	0	$0.00	$0.00	$77,250.00	$0.00
0005	113	CAPTAIN	$66,950.00	$0.00	$66,950.00	0	$0.00	$0.00	$66,950.00	$0.00
0006	113	CAPTAIN	$66,950.00	$0.00	$66,950.00	0	$0.00	$0.00	$66,950.00	$0.00
0007	113	CAPTAIN	$66,950.00	$0.00	$66,950.00	0	$0.00	$0.00	$66,950.00	$0.00
0008	113	CAPTAIN	$66,950.00	$0.00	$66,950.00	0	$0.00	$0.00	$66,950.00	$0.00
0010	113	LIEUTENANT STEP IV	$57,759.00	$0.00	$57,759.00	0	$0.00	$0.00	$57,759.00	$0.00
0011	113	LIEUTENANT STEP III	$57,759.00	($1,954.00)	$55,805.00	0	$0.00	$0.00	$55,805.00	$0.00
0012	113	LIEUTENANT STEP III	$55,805.00	$0.00	$55,805.00	0	$0.00	$0.00	$55,805.00	$0.00
0013	113	LIEUTENANT STEP II	$53,918.00	$0.00	$53,918.00	0	$0.00	$0.00	$53,918.00	$0.00
0014	113	LIEUTENANT STEP III	$55,805.00	$0.00	$55,805.00	0	$0.00	$0.00	$55,805.00	$0.00
0015	113	LIEUTENANT STEP II	$55,805.00	($1,887.00)	$53,918.00	0	$0.00	$0.00	$53,918.00	$0.00
0016	**113**	**RECLASSIFY THE FOLLOWING REGULAR FULL TIME POSITION** **~~INFORMATION TECHNOLOGY MANAGER~~** **INFORMATION SYSTEM ADMINISTRATOR**	**$56,162.00**	**$0.00**	**$56,162.00**	**0**	**$0.00**	**$4,860.00** **~~$0.00~~**	**$61,022.00** **~~$56,162.00~~**	**$0.00**
0018	113	LIEUTENANT STEP III	$55,805.00	$0.00	$55,805.00	0	$0.00	$0.00	$55,805.00	$0.00
0019	113	LIEUTENANT STEP II	$57,759.00	($3,841.00)	$53,918.00	0	$0.00	$0.00	$53,918.00	$0.00
0020	113	LIEUTENANT STEP IV	$57,759.00	$0.00	$57,759.00	0	$0.00	$0.00	$57,759.00	$0.00
0021	113	ACCOUNTANT III	$44,583.00	$0.00	$44,583.00	0	$0.00	$0.00	$44,583.00	$0.00
0022	113	SERGEANT STEP III	$50,733.00	$0.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$0.00
0023	113	SERGEANT STEP II	$49,017.00	$0.00	$49,017.00	0	$0.00	$0.00	$49,017.00	$0.00
0024	113	SERGEANT STEP I	$49,017.00	($1,478.00)	$47,539.00	0	$0.00	$0.00	$47,539.00	$0.00
0025	113	SERGEANT STEP I	$52,508.00	($4,969.00)	$47,539.00	0	$0.00	$0.00	$47,539.00	$0.00
0026	113	SERGEANT STEP II	$49,017.00	$0.00	$49,017.00	0	$0.00	$0.00	$49,017.00	$0.00
0027	113	SERGEANT STEP III	$50,733.00	$0.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$0.00
0028	113	SERGEANT STEP II	$49,017.00	$0.00	$49,017.00	0	$0.00	$0.00	$49,017.00	$0.00
0029	113	SERGEANT STEP II	$49,017.00	$0.00	$49,017.00	0	$0.00	$0.00	$49,017.00	$0.00
0030	113	SERGEANT STEP II	$49,017.00	$0.00	$49,017.00	0	$0.00	$0.00	$49,017.00	$0.00
0031	113	SERGEANT STEP I	$52,508.00	($4,969.00)	$47,539.00	0	$0.00	$0.00	$47,539.00	$0.00
0032	113	SERGEANT STEP III	$50,733.00	$0.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$0.00
0033	113	SERGEANT STEP IV	$52,508.00	$0.00	$52,508.00	0	$0.00	$0.00	$52,508.00	$0.00
0034	113	CRIME SCENE SPECIALIST SUPERVISOR	$48,149.00	$0.00	$48,149.00	0	$0.00	$0.00	$48,149.00	$0.00
0035	113	SERGEANT STEP II	$49,017.00	$0.00	$49,017.00	0	$0.00	$0.00	$49,017.00	$0.00
0036	113	SERGEANT STEP II	$50,733.00	($1,716.00)	$49,017.00	0	$0.00	$0.00	$49,017.00	$0.00
0037	113	SERGEANT STEP II	$49,017.00	$0.00	$49,017.00	0	$0.00	$0.00	$49,017.00	$0.00
0038	113	SERGEANT STEP III	$52,508.00	($1,775.00)	$50,733.00	0	$0.00	$0.00	$50,733.00	$0.00
0039	113	SERGEANT STEP I	$49,017.00	($1,478.00)	$47,539.00	0	$0.00	$0.00	$47,539.00	$0.00
0040	113	SERGEANT STEP II	$49,017.00	$0.00	$49,017.00	0	$0.00	$0.00	$49,017.00	$0.00
0041	113	SERGEANT STEP III	$50,733.00	$0.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$0.00
0042	113	CRIME SCENE SPECIALIST	$46,143.00	$0.00	$46,143.00	0	$0.00	$0.00	$46,143.00	$0.00
0043	113	CRIME SCENE SPECIALIST	$46,143.00	$0.00	$46,143.00	0	$0.00	$0.00	$46,143.00	$0.00
0044	113	CRIME SCENE SPECIALIST	$46,143.00	$0.00	$46,143.00	0	$0.00	$0.00	$46,143.00	$0.00
0045	113	MECHANIC V	$44,583.00	$0.00	$44,583.00	0	$0.00	$0.00	$44,583.00	$0.00
0046	113	DEPUTY SHERIFF STEP II	$47,734.00	($7,224.00)	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00
0047	113	DEPUTY SHERIFF	$47,734.00	($8,594.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00
0048	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$0.00
0049	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$0.00
0050	113	DEPUTY SHERIFF STEP I	$47,734.00	($8,594.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00
0051	113	DEPUTY SHERIFF STEP I	$47,734.00	($8,594.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00
0052	113	SR. DEPUTY SHERIFF STEP II	$47,734.00	($3,173.00)	$44,561.00	0	$0.00	$0.00	$44,561.00	$0.00
0053	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$0.00
0054	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$0.00
0055	113	DEPUTY SHERIFF STEP I	$47,734.00	($8,594.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00
0056	113	DEPUTY SHERIFF STEP I	$40,510.00	($1,370.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00
0057	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$0.00
0058	113	DEPUTY SHERIFF STEP I	$40,510.00	($1,370.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00
0059	113	DEPUTY SHERIFF STEP I	$47,734.00	($8,594.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00
0060	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00
0061	113	DEPUTY SHERIFF STEP I	$46,120.00	($6,980.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00
0062	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00
0063	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00
0064	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00
0065	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00
0066	113	DEPUTY SHERIFF STEP I	$47,734.00	($8,594.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00

0067	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$0.00
0068	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00
0069	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00
0070	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00
0071	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00
0072	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00
0073	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$0.00
0074	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00
0075	113	DEPUTY SHERIFF STEP I	$47,734.00	($8,594.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00
0076	113	DEPUTY SHERIFF	$40,510.00	($1,370.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00
0077	113	DEPUTY SHERIFF STEP I	$47,734.00	($8,594.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00
0078	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$0.00
0079	113	DEPUTY SHERIFF STEP I	$47,734.00	($8,594.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00
0080	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00
0081	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00
0082	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$0.00
0083	113	DEPUTY SHERIFF STEP I	$47,734.00	($8,594.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00
0084	113	DEPUTY SHERIFF STEP I	$40,510.00	($1,370.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00
0085	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$0.00
0086	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$0.00
0087	113	SR. DEPUTY SHERIFF STEP I	$43,054.00	$0.00	$43,054.00	0	$0.00	$0.00	$43,054.00	$0.00
0088	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$0.00
0089	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$0.00
0090	113	DEPUTY SHERIFF STEP I	$40,510.00	($1,370.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00
0091	113	DEPUTY SHERIFF STEP I	$47,734.00	($8,594.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00
0092	113	DEPUTY SHERIFF STEP I	$40,510.00	($1,370.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00
0093	113	DEPUTY SHERIFF	$40,510.00	($1,370.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00
0094	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$0.00
0095	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$0.00
0096	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00
0097	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00
0098	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$0.00
0099	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$0.00
0100	113	DEPUTY SHERIFF STEP I	$40,314.00	($1,174.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00
0101	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$0.00
0102	113	DEPUTY SHERIFF STEP I	$43,054.00	($3,914.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00
0103	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00
0104	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$0.00
0105	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$0.00
0106	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$0.00
0107	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$0.00
0108	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00
0109	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00
0110	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00
0111	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$0.00
0112	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00
0113	113	DEPUTY SHERIFF STEP I	$40,510.00	($1,370.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00
0114	113	DEPUTY SHERIFF STEP I	$47,734.00	($8,594.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00
0115	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$0.00
0116	113	DEPUTY SHERIFF STEP I	$40,510.00	($1,370.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00
0117	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$0.00
0118	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$0.00
0119	113	DEPUTY SHERIFF STEP I	$46,120.00	($6,980.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00
0120	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00
0121	113	DEPUTY SHERIFF STEP I	$44,561.00	($5,421.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00
0122	113	DEPUTY SHERIFF STEP I	$46,120.00	($6,980.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00
0123	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$0.00
0124	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$0.00
0125	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$0.00
0126	113	DEPUTY SHERIFF STEP I	$46,120.00	($6,980.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00
0127	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$0.00
0128	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00
0129	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$0.00
0130	113	DEPUTY SHERIFF STEP I	$46,120.00	($6,980.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00
0131	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$0.00
0132	113	DEPUTY SHERIFF STEP I	$46,120.00	($6,980.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00
0133	113	DEPUTY SHERIFF STEP I	$46,120.00	($6,980.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00
0134	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$0.00
0135	113	DEPUTY SHERIFF STEP I	$40,510.00	($1,370.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00
0136	113	DEPUTY SHERIFF STEP I	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00
0137	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$0.00
0138	113	DEPUTY SHERIFF STEP I	$40,510.00	($1,370.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00
0139	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$0.00
0140	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$0.00
0141	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$0.00
0142	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00
0143	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$0.00
0144	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$0.00
0145	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00

0146	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$0.00
0147	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00
0148	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00
0149	113	DEPUTY SHERIFF STEP I	$40,510.00	($1,370.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00
0150	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00
0151	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$0.00
0152	113	SENIOR DEPUTY SHERIFF STEP II	$46,120.00	($1,559.00)	$44,561.00	0	$0.00	$0.00	$44,561.00	$0.00
0153	113	DEPUTY SHERIFF STEP I	$46,120.00	($6,980.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00
0154	113	DEPUTY SHERIFF STEP I	$46,120.00	($6,980.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00
0155	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00
0156	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00
0157	113	DEPUTY SHERIFF STEP I	$46,120.00	($6,980.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00
0158	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$0.00
0159	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$0.00
0160	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$0.00
0161	113	DEPUTY SHERIFF STEP I	$44,561.00	($5,421.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00
0162	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$0.00
0163	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$0.00
0164	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$0.00
0165	113	DEPUTY SHERIFF STEP I	$46,120.00	($6,980.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00
0166	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00
0167	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$0.00
0168	113	DEPUTY SHERIFF STEP I	$46,120.00	($6,980.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00
0169	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$0.00
0170	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$0.00
0171	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$0.00
0172	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00
0173	113	DEPUTY SHERIFF STEP I	$40,510.00	($1,370.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00
0174	113	DEPUTY SHERIFF STEP I	$40,510.00	($1,370.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00
0175	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00
0176	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$0.00
0177	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$0.00
0178	113	DEPUTY SHERIFF STEP I	$46,120.00	($6,980.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00
0179	113	DEPUTY SHERIFF STEP I	$40,510.00	($1,370.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00
0180	113	DEPUTY SHERIFF STEP I	$40,510.00	($1,370.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00
0181	113	ACCOUNTANT II	$42,236.00	$0.00	$42,236.00	0	$0.00	$0.00	$42,236.00	$0.00
0182	113	MECHANIC IV	$41,138.00	$0.00	$41,138.00	0	$0.00	$0.00	$41,138.00	$0.00
0183	113	MECHANIC IV	$41,138.00	$0.00	$41,138.00	0	$0.00	$0.00	$41,138.00	$0.00
0184	113	MECHANIC IV	$41,138.00	$0.00	$41,138.00	0	$0.00	$0.00	$41,138.00	$0.00
0185	113	MECHANIC IV	$41,138.00	$0.00	$41,138.00	0	$0.00	$0.00	$41,138.00	$0.00
0186	113	MECHANIC IV	$38,222.00	$0.00	$38,222.00	0	$0.00	$0.00	$38,222.00	$0.00
0187	113	MECHANIC IV	$41,138.00	$0.00	$41,138.00	0	$0.00	$0.00	$41,138.00	$0.00
0188	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00
0189	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00
0190	113	DEPUTY SHERIFF STEP I	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00
0191	113	SR. DEPUTY SHERIFF STEP II	$44,561.00	$0.00	$44,561.00	0	$0.00	$0.00	$44,561.00	$0.00
0192	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00
0193	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00
0194	113	DEPUTY SHERIFF STEP I	$40,510.00	($1,370.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00
0195	113	SR. DEPUTY SHERIFF STEP I	$43,054.00	$0.00	$43,054.00	0	$0.00	$0.00	$43,054.00	$0.00
0196	113	DEPUTY SHERIFF STEP I	$40,510.00	($1,370.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00
0197	113	SR. DEPUTY SHERIFF STEP I	$43,054.00	$0.00	$43,054.00	0	$0.00	$0.00	$43,054.00	$0.00
0198	113	DEPUTY SHERIFF STEP I	$44,561.00	($5,421.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00
0199	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00
0200	113	SR. DEPUTY SHERIFF STEP I	$43,054.00	$0.00	$43,054.00	0	$0.00	$0.00	$43,054.00	$0.00
0201	113	DEPUTY SHERIFF STEP I	$40,510.00	($1,370.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00
0202	113	SR. DEPUTY SHERIFF STEP I	$43,054.00	$0.00	$43,054.00	0	$0.00	$0.00	$43,054.00	$0.00
0203	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00
0204	113	SR. DEPUTY SHERIFF STEP I	$43,054.00	$0.00	$43,054.00	0	$0.00	$0.00	$43,054.00	$0.00
0205	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00
0206	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00
0207	113	SR. DEPUTY SHERIFF STEP I	$43,054.00	$0.00	$43,054.00	0	$0.00	$0.00	$43,054.00	$0.00
0208	113	SR. DEPUTY SHERIFF STEP II	$44,561.00	$0.00	$44,561.00	0	$0.00	$0.00	$44,561.00	$0.00
0209	113	DEPUTY SHERIFF STEP I	$44,561.00	($5,421.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00
0210	113	SR. DEPUTY SHERIFF STEP II	$44,561.00	$0.00	$44,561.00	0	$0.00	$0.00	$44,561.00	$0.00
0211	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00
0212	113	SR. DEPUTY SHERIFF STEP II	$44,561.00	$0.00	$44,561.00	0	$0.00	$0.00	$44,561.00	$0.00
0213	113	SR. DEPUTY SHERIFF STEP II	$44,561.00	$0.00	$44,561.00	0	$0.00	$0.00	$44,561.00	$0.00
0214	113	SR. DEPUTY SHERIFF STEP II	$44,561.00	$0.00	$44,561.00	0	$0.00	$0.00	$44,561.00	$0.00
0215	113	DEPUTY SHERIFF STEP I	$40,510.00	($1,370.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00
0216	113	SR. DEPUTY SHERIFF STEP II	$44,561.00	$0.00	$44,561.00	0	$0.00	$0.00	$44,561.00	$0.00
0217	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00
0218	113	DEPUTY SHERIFF	$40,510.00	($1,370.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00
0219	113	SR. DEPUTY SHERIFF STEP II	$44,561.00	$0.00	$44,561.00	0	$0.00	$0.00	$44,561.00	$0.00
0220	113	SR. DEPUTY SHERIFF STEP I	$43,054.00	$0.00	$43,054.00	0	$0.00	$0.00	$43,054.00	$0.00
0221	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00
0222	113	SR. DEPUTY SHERIFF STEP II	$44,561.00	$0.00	$44,561.00	0	$0.00	$0.00	$44,561.00	$0.00
0223	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00
0224	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00

0225	113	DEPUTY SHERIFF STEP I	$43,054.00	($3,914.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00
0226	113	DEPUTY SHERIFF STEP I	$40,510.00	($1,370.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00
0227	113	DEPUTY SHERIFF STEP I	$43,054.00	($3,914.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00
0228	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00
0229	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00
0230	113	SR. DEPUTY SHERIFF STEP I	$43,054.00	$0.00	$43,054.00	0	$0.00	$0.00	$43,054.00	$0.00
0231	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00
0232	113	SR. DEPUTY SHERIFF STEP I	$43,054.00	$0.00	$43,054.00	0	$0.00	$0.00	$43,054.00	$0.00
0233	113	SR. DEPUTY SHERIFF STEP I	$43,054.00	$0.00	$43,054.00	0	$0.00	$0.00	$43,054.00	$0.00
0234	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00
0235	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00
0236	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00
0237	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00
0238	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00
0239	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00
0240	113	CRIMINAL INTELLIGENCE RESEARCH ANALYST	$36,630.00	$0.00	$36,630.00	0	$0.00	$0.00	$36,630.00	$0.00
0241	113	EVIDENCE TECHNICIAN	$35,879.00	$0.00	$35,879.00	0	$0.00	$0.00	$35,879.00	$0.00
0242	113	EVIDENCE TECHNICIAN	$35,879.00	$0.00	$35,879.00	0	$0.00	$0.00	$35,879.00	$0.00
0243	**113**	**RECLASSIFY THE FOLLOWING REGULAR FULL TIME POSITION ~~HUMAN RESOURCES SPECIALIST II~~ HUMAN RESOURCES SUPERVISOR**	**$34,135.00**	**$0.00**	**$34,135.00**	**0**	**$0.00**	**$6,000.00 ~~$0.00~~**	**$40,135.00 ~~$34,135.00~~**	**$0.00**
0244	113	COMMUNICATIONS SUPERVISOR	$35,391.00	$0.00	$35,391.00	0	$0.00	$0.00	$35,391.00	$0.00
0246	113	COMMUNICATIONS SUPERVISOR	$35,391.00	$0.00	$35,391.00	0	$0.00	$0.00	$35,391.00	$0.00
0247	113	QUARTER MASTER	$32,769.00	$0.00	$32,769.00	0	$0.00	$0.00	$32,769.00	$0.00
0248	113	ADMINISTRATIVE ASSISTANT III	$34,067.00	$0.00	$34,067.00	0	$0.00	$0.00	$34,067.00	$0.00
0249	113	ACCOUNTANT I	$32,769.00	$0.00	$32,769.00	0	$0.00	$0.00	$32,769.00	$0.00
0250	113	COMMUNICATIONS OFFICER	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$0.00
0251	113	COMMUNICATIONS OFFICER	$31,404.00	$0.00	$31,404.00	0	$0.00	$0.00	$31,404.00	$0.00
0252	113	COMMUNICATIONS OFFICER	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$0.00
0253	113	COMMUNICATIONS OFFICER	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$0.00
0254	113	COMMUNICATIONS OFFICER	$31,404.00	$0.00	$31,404.00	0	$0.00	$0.00	$31,404.00	$0.00
0255	113	COMMUNICATIONS OFFICER	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$0.00
0256	113	COMMUNICATIONS OFFICER	$31,404.00	$0.00	$31,404.00	0	$0.00	$0.00	$31,404.00	$0.00
0257	113	COMMUNICATIONS OFFICER	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$0.00
0258	113	COMMUNICATIONS OFFICER	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$0.00
0259	113	COMMUNICATIONS OFFICER	$31,404.00	$0.00	$31,404.00	0	$0.00	$0.00	$31,404.00	$0.00
0260	113	COMMUNICATIONS OFFICER	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$0.00
0261	113	COMMUNICATIONS OFFICER	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$0.00
0262	113	COMMUNICATIONS OFFICER	$31,404.00	$0.00	$31,404.00	0	$0.00	$0.00	$31,404.00	$0.00
0263	113	COMMUNICATIONS OFFICER	$31,404.00	$0.00	$31,404.00	0	$0.00	$0.00	$31,404.00	$0.00
0264	113	COMMUNICATIONS OFFICER	$31,404.00	$0.00	$31,404.00	0	$0.00	$0.00	$31,404.00	$0.00
0265	113	COMMUNICATIONS OFFICER	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$0.00
0266	113	COMMUNICATIONS OFFICER	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$0.00
0267	113	COMMUNICATIONS OFFICER	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$0.00
0268	113	COMMUNICATIONS OFFICER	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$0.00
0269	113	COMMUNICATIONS OFFICER	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$0.00
0270	113	COMMUNICATIONS OFFICER	$31,404.00	$0.00	$31,404.00	0	$0.00	$0.00	$31,404.00	$0.00
0272	**113**	**RECLASSIFY THE FOLLOWING REGULAR FULL TIME POSITION & REMOVE CLOTH. ALLOW. ~~ADMINISTRATIVE ASSISTANT II~~ EXECUTIVE ASSISTANT I**	**$32,029.00**	**$0.00**	**$32,029.00**	**0**	**$0.00**	**$5,000.00 ~~$0.00~~**	**$37,029.00 ~~$32,029.00~~**	**$0.00**
0273	113	ASSISTANT QUARTER MASTER	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$0.00
0274	113	ADMINISTRATIVE ASSISTANT I	$27,539.00	$0.00	$27,539.00	0	$0.00	$0.00	$27,539.00	$0.00
0275	113	ADMINISTRATIVE ASSISTANT I	$27,539.00	$0.00	$27,539.00	0	$0.00	$0.00	$27,539.00	$0.00
0276	113	ADMINISTRATIVE ASSISTANT I	$27,539.00	$0.00	$27,539.00	0	$0.00	$0.00	$27,539.00	$0.00
0277	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$0.00
0278	113	ADMINISTRATIVE ASSISTANT I	$27,539.00	$0.00	$27,539.00	0	$0.00	$0.00	$27,539.00	$0.00
0279	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$0.00
0280	113	ADMINISTRATIVE ASSISTANT I	$26,867.00	$0.00	$26,867.00	0	$0.00	$0.00	$26,867.00	$0.00
0281	113	ADMINISTRATIVE ASSISTANT I	$26,867.00	$0.00	$26,867.00	0	$0.00	$0.00	$26,867.00	$0.00
0282	113	ADMINISTRATIVE ASSISTANT I	$26,867.00	$0.00	$26,867.00	0	$0.00	$0.00	$26,867.00	$0.00
0283	113	ADMINISTRATIVE ASSISTANT I	$26,867.00	$0.00	$26,867.00	0	$0.00	$0.00	$26,867.00	$0.00
0284	113	ADMINISTRATIVE ASSISTANT I	$26,867.00	$0.00	$26,867.00	0	$0.00	$0.00	$26,867.00	$0.00
0285	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$0.00
0287	113	CUSTODIAN II	$23,083.00	$0.00	$23,083.00	0	$0.00	$0.00	$23,083.00	$0.00
0288	113	ADMINISTRATIVE ASSISTANT I	$25,772.00	$0.00	$25,772.00	0	$0.00	$0.00	$25,772.00	$0.00
0289	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$0.00
0290	113	ADMINISTRATIVE ASSISTANT I	$25,772.00	$0.00	$25,772.00	0	$0.00	$0.00	$25,772.00	$0.00
0291	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$0.00
0292	113	ADMINISTRATIVE ASSISTANT I	$25,772.00	$0.00	$25,772.00	0	$0.00	$0.00	$25,772.00	$0.00
0293	113	ADMINISTRATIVE ASSISTANT I	$25,772.00	$0.00	$25,772.00	0	$0.00	$0.00	$25,772.00	$0.00
0294	113	CUSTODIAN II	$23,083.00	$0.00	$23,083.00	0	$0.00	$0.00	$23,083.00	$0.00
0295	113	CUSTODIAN II	$23,083.00	$0.00	$23,083.00	0	$0.00	$0.00	$23,083.00	$0.00
0296	113	CUSTODIAN II	$23,083.00	$0.00	$23,083.00	0	$0.00	$0.00	$23,083.00	$0.00
0297	113	CUSTODIAN II	$23,083.00	$0.00	$23,083.00	0	$0.00	$0.00	$23,083.00	$0.00
0327	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00
0328	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$0.00
0329	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$0.00
0330	113	CRIMINAL INTELLIGENCE RESEARCH ANALYST	$36,630.00	$0.00	$36,630.00	0	$0.00	$0.00	$36,630.00	$0.00
0331	113	DEPUTY SHERIFF STEP I	$40,510.00	($1,370.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00
0332	113	DEPUTY SHERIFF STEP I	$40,510.00	($1,370.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00

0333	113	DEPUTY SHERIFF STEP I	$40,510.00	($1,370.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00
0334	113	DEPUTY SHERIFF	$40,510.00	($1,370.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00
0335	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00
0336	113	DEPUTY SHERIFF STEP I	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00
0337	113	DEPUTY SHERIFF STEP I	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00
0338	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00
0339	113	DEPUTY SHERIFF STEP I	$44,561.00	($5,421.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00
0340	113	SR. DEPUTY SHERIFF STEP II	$44,561.00	$0.00	$44,561.00	0	$0.00	$0.00	$44,561.00	$0.00
0341	113	DEPUTY SHERIFF STEP I	$44,561.00	($5,421.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00
0342	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00
0343	113	SR. DEPUTY SHERIFF STEP II	$44,561.00	$0.00	$44,561.00	0	$0.00	$0.00	$44,561.00	$0.00
0344	113	SR. DEPUTY SHERIFF STEP II	$44,561.00	$0.00	$44,561.00	0	$0.00	$0.00	$44,561.00	$0.00
0345	113	DEPUTY SHERIFF STEP I	$40,510.00	($1,370.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00
0346	113	ADMINISTRATIVE ASSISTANT II	$28,094.00	$0.00	$28,094.00	0	$0.00	$0.00	$28,094.00	$0.00
0347	113	ADMINISTRATIVE ASSISTANT II	$28,094.00	$0.00	$28,094.00	0	$0.00	$0.00	$28,094.00	$0.00
0361	113	BUDGET MANAGER II	$65,507.00	$0.00	$65,507.00	0	$0.00	$0.00	$65,507.00	$0.00
0362	113	PROCUREMENT SPECIALIST	$44,583.00	$0.00	$44,583.00	0	$0.00	$0.00	$44,583.00	$0.00
0363	113	COMMUNICATIONS SUPERVISOR	$35,391.00	$0.00	$35,391.00	0	$0.00	$0.00	$35,391.00	$0.00
0364	113	CRIME VICTIM LIASON	$39,563.00	$0.00	$39,563.00	0	$0.00	$0.00	$39,563.00	$0.00
0365	113	CAPTAIN	$66,950.00	$0.00	$66,950.00	0	$0.00	$0.00	$66,950.00	$0.00
0366	113	CAPTAIN	$66,950.00	$0.00	$66,950.00	0	$0.00	$0.00	$66,950.00	$0.00
0367	113	CAPTAIN	$66,950.00	$0.00	$66,950.00	0	$0.00	$0.00	$66,950.00	$0.00
0369	113	DIVISION COMMANDER	$77,250.00	$0.00	$77,250.00	0	$0.00	$0.00	$77,250.00	$0.00
0371	113	DEPUTY SHERIFF STEP I	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00
0372	113	DEPUTY SHERIFF STEP I	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00
0373	113	DEPUTY SHERIFF	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00
0374	113	DEPUTY SHERIFF STEP I	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00
0375	113	DEPUTY SHERIFF STEP I	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00
0376	113	DEPUTY SHERIFF STEP I	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00
0377	113	DEPUTY SHERIFF STEP I	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00
0378	113	DEPUTY SHERIFF STEP I	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00
0379	113	TECHNICIAN IV	$38,222.00	$0.00	$38,222.00	0	$0.00	$0.00	$38,222.00	$0.00
0380	113	DEPUTY SHERIFF STEP I	$1,180.00	($1,180.00)	$0.00	0	$0.00	$0.00	$0.00	$0.00
0382	113	DEPUTY SHERIFF STEP I	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00	$0.00
0383	113	DEPUTY SHERIFF STEP I	$1,180.00	($1,180.00)	$0.00	0	$0.00	$0.00	$0.00	$0.00
0386	113	DEPUTY SHERIFF STEP I	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00	$0.00
0387	113	DEPUTY SHERIFF STEP II	$1,180.00	($1,180.00)	$0.00	0	$0.00	$0.00	$0.00	$0.00
0388	113	DEPUTY SHERIFF STEP II	$1,180.00	($1,180.00)	$0.00	0	$0.00	$0.00	$0.00	$0.00
0389	113	DEPUTY SHERIFF STEP I	$1,180.00	($1,180.00)	$0.00	0	$0.00	$0.00	$0.00	$0.00
0390	113	DEPUTY SHERIFF STEP I	$1,180.00	($1,179.00)	$1.00	0	$0.00	$0.00	$1.00	$0.00
0391	113	DEPUTY SHERIFF	$1,180.00	($1,180.00)	$0.00	0	$0.00	$0.00	$0.00	$0.00
0393	113	LIEUTENANT STEP I	$55,805.00	($3,710.00)	$52,095.00	0	$0.00	$0.00	$52,095.00	$0.00
0394	113	SERGEANT STEP I	$50,733.00	($3,194.00)	$47,539.00	0	$0.00	$0.00	$47,539.00	$0.00
0395	113	SERGEANT STEP I	$50,733.00	($3,194.00)	$47,539.00	0	$0.00	$0.00	$47,539.00	$0.00
0396	113	SERGEANT STEP I	$50,733.00	($3,194.00)	$47,539.00	0	$0.00	$0.00	$47,539.00	$0.00
0397	113	SERGEANT STEP III	$50,733.00	$0.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$0.00
0398	113	SERGEANT STEP III	$50,733.00	$0.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$0.00
0399	113	SERGEANT STEP I	$50,733.00	($3,194.00)	$47,539.00	0	$0.00	$0.00	$47,539.00	$0.00
0400	113	SERGEANT STEP III	$50,733.00	$0.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$0.00
0401	113	SERGEANT STEP II	$50,733.00	($1,716.00)	$49,017.00	0	$0.00	$0.00	$49,017.00	$0.00
0402	113	SERGEANT STEP II	$50,733.00	($1,716.00)	$49,017.00	0	$0.00	$0.00	$49,017.00	$0.00
0403	113	DEPUTY SHERIFF STEP I	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00
0404	113	DEPUTY SHERIFF STEP I	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00
0405	113	DEPUTY SHERIFF STEP I	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00
0406	113	ADMINISTRATIVE ASSISTANT IV	$37,109.00	$0.00	$37,109.00	0	$0.00	$0.00	$37,109.00	$0.00
0407	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$0.00
0408	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$0.00
0409	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$0.00
0410	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$0.00
0411	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$0.00
0412	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$0.00
0413	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$0.00
0414	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$0.00
		APPROVAL TO DELETE THE FOLLOWING FULL TIME POSITION:								
~~0415~~	~~113~~	~~QUALITY ASSURANCE INSPECTOR~~	~~$55,000.00~~	~~$0.00~~	~~$55,000.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$55,000.00~~	~~$0.00~~
A416	113	DEPUTY SHERIFF STEP I	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00	$0.00
0417	113	CHIEF DEPUTY	$90,000.00	$0.00	$90,000.00	0	$0.00	$0.00	$90,000.00	$0.00
		APPROVAL TO CREATE THE FOLLOWING FULL TIME POSITION:								
0418	**113**	**COMMUNICATIONS SUPERVISOR**	**$0.00**	**$35,391.00**	**$35,391.00**	**0**	**$0.00**	**$0.00**	**$35,391.00**	**$0.00**
		TOTAL	**$15,042,097.00**	**($305,109.00)**	**$14,736,988.00**		**$0.00**	**$15,860.00**	**$14,752,848.00**	**$0.00**

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Other Allowances					2015 ACTUAL TOTAL COMPENSATION
Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
$0.00	$0.00	$3,300.00	$0.00	$0.00	$0.00
$540.00	$0.00	$3,600.00	$0.00	$500.00	$0.00
$60.00	$0.00	$1,800.00	$0.00	$500.00	$0.00
$1,500.00	$0.00	$1,800.00	$0.00	$500.00	$0.00
$1,500.00	$0.00	$1,800.00	$0.00	$500.00	$0.00
$1,200.00	$0.00	$1,200.00	$0.00	$500.00	$0.00
$900.00	$0.00	$3,300.00	$0.00	$0.00	$0.00
$1,500.00	$0.00	$3,300.00	$0.00	$0.00	$0.00
$1,200.00	$0.00	$1,800.00	$0.00	$0.00	$0.00
$1,200.00	$0.00	$3,000.00	$0.00	$500.00	$0.00
$960.00	$0.00	$3,000.00	$0.00	$500.00	$0.00
$1,500.00	$0.00	$1,800.00	$0.00	$0.00	$0.00
$1,140.00	$0.00	$1,800.00	$0.00	$0.00	$0.00
$300.00	**$0.00**	**$0.00**	**$0.00**	**$500.00**	**$0.00**
$960.00	$0.00	$1,800.00	$0.00	$0.00	$0.00
$1,500.00	$0.00	$1,800.00	$0.00	$0.00	$0.00
$1,200.00	$0.00	$1,800.00	$0.00	$500.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$960.00	$0.00	$1,800.00	$0.00	$500.00	$0.00
$1,200.00	$0.00	$1,800.00	$0.00	$500.00	$0.00
$660.00	$0.00	$0.00	$0.00	$0.00	$0.00
$420.00	$0.00	$0.00	$0.00	$500.00	$0.00
$540.00	$0.00	$1,200.00	$0.00	$0.00	$0.00
$660.00	$0.00	$1,200.00	$0.00	$0.00	$0.00
$720.00	$0.00	$3,300.00	$0.00	$0.00	$0.00
$600.00	$0.00	$0.00	$0.00	$500.00	$0.00
$720.00	$0.00	$1,200.00	$0.00	$0.00	$0.00
$720.00	$0.00	$0.00	$0.00	$500.00	$0.00
$780.00	$0.00	$1,200.00	$0.00	$500.00	$0.00
$840.00	$0.00	$600.00	$0.00	$0.00	$0.00
$1,740.00	$0.00	$0.00	$0.00	$500.00	$0.00
$540.00	$0.00	$600.00	$0.00	$500.00	$0.00
$780.00	$0.00	$1,200.00	$0.00	$0.00	$0.00
$540.00	$0.00	$1,200.00	$0.00	$500.00	$0.00
$900.00	$0.00	$600.00	$0.00	$0.00	$0.00
$360.00	$0.00	$0.00	$0.00	$0.00	$0.00
$480.00	$0.00	$1,200.00	$0.00	$500.00	$0.00
$960.00	$0.00	$1,200.00	$0.00	$500.00	$0.00
$840.00	$0.00	$0.00	$0.00	$500.00	$0.00
$840.00	$0.00	$0.00	$0.00	$500.00	$0.00
$780.00	$0.00	$0.00	$0.00	$500.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$660.00	$0.00	$2,100.00	$0.00	$500.00	$0.00
$120.00	$0.00	$0.00	$0.00	$0.00	$0.00
$1,500.00	$0.00	$3,900.00	$0.00	$500.00	$0.00
$660.00	$0.00	$3,900.00	$0.00	$500.00	$0.00
$120.00	$0.00	$1,200.00	$0.00	$0.00	$0.00
$240.00	$0.00	$0.00	$0.00	$0.00	$0.00
$660.00	$0.00	$2,100.00	$0.00	$500.00	$0.00
$1,320.00	$0.00	$3,900.00	$0.00	$500.00	$0.00
$1,260.00	$0.00	$3,300.00	$0.00	$500.00	$0.00
$300.00	$0.00	$0.00	$0.00	$0.00	$0.00
$180.00	$0.00	$1,500.00	$0.00	$0.00	$0.00
$960.00	$0.00	$1,800.00	$0.00	$0.00	$0.00
$180.00	$0.00	$0.00	$0.00	$0.00	$0.00
$60.00	$0.00	$0.00	$0.00	$0.00	$0.00
$360.00	$0.00	$3,300.00	$0.00	$0.00	$0.00
$180.00	$0.00	$1,200.00	$0.00	$0.00	$0.00
$720.00	$0.00	$3,300.00	$0.00	$500.00	$0.00
$600.00	$0.00	$2,100.00	$0.00	$0.00	$0.00
$300.00	$0.00	$2,100.00	$0.00	$500.00	$0.00
$360.00	$0.00	$2,100.00	$0.00	$0.00	$0.00
$240.00	$0.00	$0.00	$0.00	$0.00	$0.00

$720.00	$0.00	$0.00	$0.00	$0.00	$0.00
$360.00	$0.00	$2,100.00	$0.00	$500.00	$0.00
$240.00	$0.00	$1,800.00	$0.00	$500.00	$0.00
$600.00	$0.00	$2,100.00	$0.00	$0.00	$0.00
$840.00	$0.00	$0.00	$0.00	$0.00	$0.00
$660.00	$0.00	$0.00	$0.00	$0.00	$0.00
$900.00	$0.00	$3,300.00	$0.00	$500.00	$0.00
$360.00	$0.00	$0.00	$0.00	$0.00	$0.00
$300.00	$0.00	$0.00	$0.00	$0.00	$0.00
$120.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$840.00	$0.00	$3,300.00	$0.00	$500.00	$0.00
$60.00	$0.00	$1,200.00	$0.00	$0.00	$0.00
$780.00	$0.00	$0.00	$0.00	$0.00	$0.00
$600.00	$0.00	$2,100.00	$0.00	$500.00	$0.00
$1,020.00	$0.00	$0.00	$0.00	$0.00	$0.00
$60.00	$0.00	$0.00	$0.00	$0.00	$0.00
$240.00	$0.00	$1,500.00	$0.00	$0.00	$0.00
$900.00	$0.00	$2,100.00	$0.00	$500.00	$0.00
$900.00	$0.00	$3,300.00	$0.00	$500.00	$0.00
$420.00	$0.00	$2,100.00	$0.00	$500.00	$0.00
$840.00	$0.00	$3,300.00	$0.00	$500.00	$0.00
$1,020.00	$0.00	$3,300.00	$0.00	$500.00	$0.00
$360.00	$0.00	$0.00	$0.00	$0.00	$0.00
$120.00	$0.00	$0.00	$0.00	$0.00	$0.00
$120.00	$0.00	$0.00	$0.00	$0.00	$0.00
$180.00	$0.00	$0.00	$0.00	$0.00	$0.00
$960.00	$0.00	$3,300.00	$0.00	$0.00	$0.00
$900.00	$0.00	$2,700.00	$0.00	$500.00	$0.00
$420.00	$0.00	$2,100.00	$0.00	$500.00	$0.00
$540.00	$0.00	$2,100.00	$0.00	$0.00	$0.00
$1,500.00	$0.00	$1,800.00	$0.00	$0.00	$0.00
$1,500.00	$0.00	$1,200.00	$0.00	$0.00	$0.00
$60.00	$0.00	$1,200.00	$0.00	$0.00	$0.00
$1,500.00	$0.00	$1,200.00	$0.00	$0.00	$0.00
$60.00	$0.00	$1,800.00	$0.00	$0.00	$0.00
$360.00	$0.00	$2,100.00	$0.00	$500.00	$0.00
$900.00	$0.00	$1,800.00	$0.00	$0.00	$0.00
$840.00	$0.00	$3,300.00	$0.00	$0.00	$0.00
$960.00	$0.00	$3,000.00	$0.00	$0.00	$0.00
$960.00	$0.00	$1,800.00	$0.00	$0.00	$0.00
$420.00	$0.00	$2,100.00	$0.00	$0.00	$0.00
$480.00	$0.00	$2,100.00	$0.00	$500.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$360.00	$0.00	$3,000.00	$0.00	$0.00	$0.00
$120.00	$0.00	$1,200.00	$0.00	$0.00	$0.00
$60.00	$0.00	$0.00	$0.00	$0.00	$0.00
$780.00	$0.00	$3,300.00	$0.00	$500.00	$0.00
$240.00	$0.00	$0.00	$0.00	$0.00	$0.00
$900.00	$0.00	$3,300.00	$0.00	$500.00	$0.00
$780.00	$0.00	$3,000.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$360.00	$0.00	$2,100.00	$0.00	$500.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$60.00	$0.00	$0.00	$0.00	$0.00	$0.00
$1,500.00	$0.00	$3,900.00	$0.00	$0.00	$0.00
$780.00	$0.00	$2,100.00	$0.00	$500.00	$0.00
$1,020.00	$0.00	$1,200.00	$0.00	$0.00	$0.00
$60.00	$0.00	$0.00	$0.00	$0.00	$0.00
$660.00	$0.00	$2,100.00	$0.00	$0.00	$0.00
$240.00	$0.00	$2,100.00	$0.00	$500.00	$0.00
$660.00	$0.00	$0.00	$0.00	$0.00	$0.00
$60.00	$0.00	$0.00	$0.00	$0.00	$0.00
$840.00	$0.00	$3,300.00	$0.00	$500.00	$0.00
$60.00	$0.00	$0.00	$0.00	$0.00	$0.00
$60.00	$0.00	$3,000.00	$0.00	$0.00	$0.00
$900.00	$0.00	$3,300.00	$0.00	$500.00	$0.00
$60.00	$0.00	$1,500.00	$0.00	$0.00	$0.00
$360.00	$0.00	$0.00	$0.00	$0.00	$0.00
$780.00	$0.00	$1,800.00	$0.00	$0.00	$0.00
$300.00	$0.00	$0.00	$0.00	$0.00	$0.00
$660.00	$0.00	$0.00	$0.00	$0.00	$0.00
$660.00	$0.00	$3,000.00	$0.00	$0.00	$0.00
$660.00	$0.00	$2,700.00	$0.00	$500.00	$0.00
$360.00	$0.00	$0.00	$0.00	$0.00	$0.00
$600.00	$0.00	$2,100.00	$0.00	$500.00	$0.00
$600.00	$0.00	$2,100.00	$0.00	$500.00	$0.00
$360.00	$0.00	$2,100.00	$0.00	$500.00	$0.00

$960.00	$0.00	$1,200.00	$0.00	$0.00	$0.00
$420.00	$0.00	$2,100.00	$0.00	$0.00	$0.00
$660.00	$0.00	$2,100.00	$0.00	$0.00	$0.00
$300.00	$0.00	$0.00	$0.00	$0.00	$0.00
$480.00	$0.00	$2,100.00	$0.00	$0.00	$0.00
$660.00	$0.00	$1,200.00	$0.00	$0.00	$0.00
$420.00	$0.00	$3,300.00	$0.00	$500.00	$0.00
$0.00	$0.00	$1,200.00	$0.00	$0.00	$0.00
$60.00	$0.00	$0.00	$0.00	$0.00	$0.00
$660.00	$0.00	$0.00	$0.00	$0.00	$0.00
$660.00	$0.00	$2,100.00	$0.00	$500.00	$0.00
$60.00	$0.00	$0.00	$0.00	$0.00	$0.00
$780.00	$0.00	$3,300.00	$0.00	$500.00	$0.00
$780.00	$0.00	$3,300.00	$0.00	$500.00	$0.00
$540.00	$0.00	$1,800.00	$0.00	$0.00	$0.00
$540.00	$0.00	$0.00	$0.00	$0.00	$0.00
$720.00	$0.00	$2,100.00	$0.00	$500.00	$0.00
$720.00	$0.00	$0.00	$0.00	$0.00	$0.00
$720.00	$0.00	$3,300.00	$0.00	$0.00	$0.00
$60.00	$0.00	$0.00	$0.00	$0.00	$0.00
$300.00	$0.00	$1,200.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$120.00	$0.00	$0.00	$0.00	$0.00	$0.00
$840.00	$0.00	$2,700.00	$0.00	$500.00	$0.00
$660.00	$0.00	$5,400.00	$0.00	$500.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$480.00	$0.00	$1,800.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$240.00	$0.00	$1,500.00	$0.00	$0.00	$0.00
$720.00	$0.00	$0.00	$0.00	$0.00	$0.00
$720.00	$0.00	$1,200.00	$0.00	$0.00	$0.00
$540.00	$0.00	$3,300.00	$0.00	$0.00	$0.00
$120.00	$0.00	$0.00	$0.00	$0.00	$0.00
$240.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$1,800.00	$0.00	$0.00	$0.00	$0.00	$0.00
$1,020.00	$0.00	$0.00	$0.00	$0.00	$0.00
$360.00	$0.00	$0.00	$0.00	$0.00	$0.00
$660.00	$0.00	$0.00	$0.00	$0.00	$0.00
$780.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$540.00	$0.00	$0.00	$0.00	$0.00	$0.00
$540.00	$0.00	$2,100.00	$0.00	$500.00	$0.00
$720.00	$0.00	$2,100.00	$0.00	$500.00	$0.00
$120.00	$0.00	$0.00	$0.00	$0.00	$0.00
$540.00	$0.00	$4,800.00	$0.00	$500.00	$0.00
$540.00	$0.00	$0.00	$0.00	$0.00	$0.00
$420.00	$0.00	$1,800.00	$0.00	$500.00	$0.00
$660.00	$0.00	$0.00	$0.00	$0.00	$0.00
$420.00	$0.00	$3,300.00	$0.00	$0.00	$0.00
$420.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$60.00	$0.00	$1,200.00	$0.00	$0.00	$0.00
$780.00	$0.00	$3,300.00	$0.00	$500.00	$0.00
$480.00	$0.00	$3,300.00	$0.00	$500.00	$0.00
$300.00	$0.00	$0.00	$0.00	$0.00	$0.00
$480.00	$0.00	$3,900.00	$0.00	$500.00	$0.00
$360.00	$0.00	$2,100.00	$0.00	$0.00	$0.00
$960.00	$0.00	$3,300.00	$0.00	$500.00	$0.00
$660.00	$0.00	$1,200.00	$0.00	$0.00	$0.00
$420.00	$0.00	$1,800.00	$0.00	$0.00	$0.00
$480.00	$0.00	$2,100.00	$0.00	$500.00	$0.00
$540.00	$0.00	$1,800.00	$0.00	$0.00	$0.00
$0.00	$0.00	$2,100.00	$0.00	$0.00	$0.00
$480.00	$0.00	$2,100.00	$0.00	$500.00	$0.00
$600.00	$0.00	$2,100.00	$0.00	$500.00	$0.00
$660.00	$0.00	$2,100.00	$0.00	$0.00	$0.00
$600.00	$0.00	$2,100.00	$0.00	$500.00	$0.00
$600.00	$0.00	$1,800.00	$0.00	$0.00	$0.00
$480.00	$0.00	$0.00	$0.00	$0.00	$0.00
$660.00	$0.00	$2,100.00	$0.00	$500.00	$0.00
$360.00	$0.00	$2,100.00	$0.00	$500.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$720.00	$0.00	$2,100.00	$0.00	$500.00	$0.00
$480.00	$0.00	$2,100.00	$0.00	$500.00	$0.00
$720.00	$0.00	$2,100.00	$0.00	$500.00	$0.00
$480.00	$0.00	$1,800.00	$0.00	$500.00	$0.00
$360.00	$0.00	$2,100.00	$0.00	$500.00	$0.00
$600.00	$0.00	$1,800.00	$0.00	$0.00	$0.00

$60.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$240.00	$0.00	$600.00	$0.00	$0.00	$0.00
$660.00	$0.00	$2,100.00	$0.00	$500.00	$0.00
$840.00	$0.00	$2,100.00	$0.00	$500.00	$0.00
$480.00	$0.00	$1,800.00	$0.00	$0.00	$0.00
$300.00	$0.00	$0.00	$0.00	$0.00	$0.00
$480.00	$0.00	$1,200.00	$0.00	$0.00	$0.00
$480.00	$0.00	$2,100.00	$0.00	$500.00	$0.00
$720.00	$0.00	$3,300.00	$0.00	$0.00	$0.00
$420.00	$0.00	$2,100.00	$0.00	$500.00	$0.00
$600.00	$0.00	$2,100.00	$0.00	$500.00	$0.00
$540.00	$0.00	$0.00	$0.00	$0.00	$0.00
$480.00	$0.00	$2,100.00	$0.00	$0.00	$0.00
$720.00	$0.00	$0.00	$0.00	$0.00	$0.00
$660.00	$0.00	$0.00	$0.00	$500.00	$0.00
$540.00	$0.00	$0.00	$0.00	$500.00	$0.00
$660.00	$0.00	$0.00	$0.00	$500.00	$0.00
$660.00	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
$360.00	$0.00	$0.00	$0.00	$0.00	$0.00
$300.00	$0.00	$0.00	$0.00	$0.00	$0.00
$840.00	$0.00	$0.00	$0.00	$0.00	$0.00
$1,440.00	$0.00	$0.00	$0.00	$0.00	$0.00
$420.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$420.00	$0.00	$0.00	$0.00	$0.00	$0.00
$60.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$300.00	$0.00	$0.00	$0.00	$0.00	$0.00
$720.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$840.00	**$0.00**	**$0.00**	**$0.00**	**$0.00** ~~**$500.00**~~	**$0.00**
$840.00	$0.00	$0.00	$0.00	$0.00	$0.00
$1,500.00	$0.00	$0.00	$0.00	$0.00	$0.00
$1,020.00	$0.00	$0.00	$0.00	$0.00	$0.00
$1,380.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$1,500.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$1,080.00	$0.00	$0.00	$0.00	$0.00	$0.00
$1,020.00	$0.00	$0.00	$0.00	$0.00	$0.00
$300.00	$0.00	$0.00	$0.00	$0.00	$0.00
$480.00	$0.00	$0.00	$0.00	$0.00	$0.00
$660.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$300.00	$0.00	$0.00	$0.00	$0.00	$0.00
$60.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$300.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$540.00	$0.00	$0.00	$0.00	$0.00	$0.00
$660.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$540.00	$0.00	$0.00	$0.00	$0.00	$0.00
$420.00	$0.00	$2,100.00	$0.00	$500.00	$0.00
$660.00	$0.00	$1,200.00	$0.00	$0.00	$0.00
$600.00	$0.00	$600.00	$0.00	$0.00	$0.00
$540.00	$0.00	$0.00	$0.00	$500.00	$0.00
$660.00	$0.00	$0.00	$0.00	$0.00	$0.00
$60.00	$0.00	$1,800.00	$0.00	$0.00	$0.00

$60.00	$0.00	$1,800.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$480.00	$0.00	$1,800.00	$0.00	$500.00	$0.00
$120.00	$0.00	$1,500.00	$0.00	$0.00	$0.00
$120.00	$0.00	$0.00	$0.00	$0.00	$0.00
$240.00	$0.00	$2,100.00	$0.00	$500.00	$0.00
$60.00	$0.00	$0.00	$0.00	$0.00	$0.00
$600.00	$0.00	$2,100.00	$0.00	$500.00	$0.00
$240.00	$0.00	$0.00	$0.00	$0.00	$0.00
$720.00	$0.00	$0.00	$0.00	$0.00	$0.00
$720.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$60.00	$0.00	$0.00	$0.00	$0.00	$0.00
$1,140.00	$0.00	$0.00	$0.00	$0.00	$0.00
$1,080.00	$0.00	$0.00	$0.00	$0.00	$0.00
$1,800.00	$0.00	$0.00	$0.00	$0.00	$0.00
$780.00	$0.00	$0.00	$0.00	$0.00	$0.00
$840.00	$0.00	$0.00	$0.00	$0.00	$0.00
$900.00	$0.00	$0.00	$0.00	$0.00	$0.00
$780.00	$0.00	$1,200.00	$0.00	$500.00	$0.00
$1,140.00	$0.00	$1,800.00	$0.00	$500.00	$0.00
$1,320.00	$0.00	$1,800.00	$0.00	$500.00	$0.00
$1,500.00	$0.00	$1,800.00	$0.00	$500.00	$0.00
$300.00	$0.00	$1,500.00	$0.00	$0.00	$0.00
$120.00	$0.00	$0.00	$0.00	$0.00	$0.00
$120.00	$0.00	$0.00	$0.00	$0.00	$0.00
$600.00	$0.00	$0.00	$0.00	$0.00	$0.00
$60.00	$0.00	$0.00	$0.00	$0.00	$0.00
$60.00	$0.00	$1,200.00	$0.00	$0.00	$0.00
$60.00	$0.00	$1,800.00	$0.00	$0.00	$0.00
$60.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$1,200.00	$0.00	$0.00	$0.00
$240.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$1,200.00	$0.00	$0.00	$0.00
$600.00	$0.00	$1,800.00	$0.00	$0.00	$0.00
$600.00	$0.00	$0.00	$0.00	$0.00	$0.00
$600.00	$0.00	$0.00	$0.00	$0.00	$0.00
$60.00	$0.00	$1,500.00	$0.00	$0.00	$0.00
$60.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$1,500.00	$0.00	$0.00	$0.00
$900.00	$0.00	$1,800.00	$0.00	$500.00	$0.00
$420.00	$0.00	$1,500.00	$0.00	$0.00	$0.00
$540.00	$0.00	$2,700.00	$0.00	$0.00	$0.00
$480.00	$0.00	$1,500.00	$0.00	$0.00	$0.00
$840.00	$0.00	$1,200.00	$0.00	$0.00	$0.00
$960.00	$0.00	$1,200.00	$0.00	$0.00	$0.00
$420.00	$0.00	$2,700.00	$0.00	$0.00	$0.00
$900.00	$0.00	$1,200.00	$0.00	$0.00	$0.00
$660.00	$0.00	$1,200.00	$0.00	$0.00	$0.00
$900.00	$0.00	$1,200.00	$0.00	$0.00	$0.00
$60.00	$0.00	$0.00	$0.00	$0.00	$0.00
$60.00	$0.00	$3,000.00	$0.00	$0.00	$0.00
$60.00	$0.00	$0.00	$0.00	$0.00	$0.00
$480.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
$60.00	$0.00	$1,500.00	$0.00	$0.00	$0.00
$0.00	$0.00	$1,800.00	$0.00	$500.00	$0.00
$0.00	**$0.00**	**$0.00**	**$0.00**	**$0.00**	
$181,920.00	**$0.00**	**$398,400.00**	**$0.00**	**$50,500.00**	**$0.00**

AI -47699 **Human Resources** **9. H.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Diana Munoz, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

Urban County Program (1288):

1. Approval of the following personnel actions, effective FY 2014 and FY 2015:

Action	Slot #	Position Title	Dept/Program	Actual/Proposed Budgeted Salary
Delete	0006	Clerk II	Urban County (Home) 250-002	$22,303.00
Delete	0028	Executive Assistant I	Urban County (CDBG) 250-001	$41,280.00
Create	0032	Assistant Deputy Director	Urban County (CDBG) 250-001	$63,583.00

2. Approval of revised salary schedules.

BACKGROUND

Fiscal Impact

FISCAL YEAR: See Below **ACCT. #:**

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

BUDGETARY IMPACT:

FY 2014 & FY 2015: No budgetary impact- Cost Savings.

X-1288-463-00-250-001-6-XXX
X-1288-463-00-250-002-6-XXX

Attachments

PAR FORMS & JOB DESC
Fiscal Note (250-001 & 250-002)

2014 Revised Salary Schedules
2015 Revised Salary Schedules

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/08/2014 04:16 PM
Obdett Calzada	Obdett Calzada	12/12/2014 03:34 PM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Diana Munoz		Started On: 12/05/2014 04:34 PM
Final Approval Date: 12/12/2014		

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
DEC - 3 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: **URBAN COUNTY PROGRAM/250** DATE: **December 3, 2014**

CURRENT POSITION TITLE: **CLERK II**
URBAN COUNTY – HOME (250-002) CURRENT SLOT. #: **0006**

REQUESTED POSITION TITLE: CURRENT SLOT. #:

REQUEST FOR: OF POSITION

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other **DELETE POSITION**

POSITION SALARY REQUEST:

1	$ 22,303.00	$ 0.00	$ (22,303.00)
NO. OF POSITIONS	CURRENT SALARY/ALLOWANCE	PROPOSED SALARY/ALLOWANCE	NET CHANGE

Position to be funded from one of the following:

[☒] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other _____

POSITION SALARY REQUEST:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[ ]
Non-Exempt	[X]	Non-Exempt	[X]
N/A	[ ]		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

AS PER THE NEEDS OF THE UCP, THIS POSITION IS NOT NEEDED.

NEW POSITION: Brief job description and attach a copy of the new job description.

SEE ATTACHED

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	12/3/14 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	12/5/14 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/12/2014 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
DEC - 3 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: **URBAN COUNTY PROGRAM/250** DATE: **December 3, 2014**

CURRENT POSITION TITLE: **EXECUTIVE ASSISTANT I**
URBAN COUNTY - CDBG (250-001) CURRENT SLOT. #: **0028**

REQUESTED POSITION TITLE: CURRENT SLOT. #:

REQUEST FOR: OF POSITION

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other **DELETE POSITION**

POSITION SALARY REQUEST:

1	$ 41,280.00	$ 0.00	$ (41,280.00)
NO. OF POSITIONS	CURRENT SALARY/ALLOWANCE	PROPOSED SALARY/ALLOWANCE	NET CHANGE

Position to be funded from one of the following:

☒ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION SALARY REQUEST:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

_____
Enter hourly rate for temp. positions

_____
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☒	Non-Exempt	☒
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

AS PER THE NEEDS OF THE UCP, THIS POSITION IS NOT NEEDED.

NEW POSITION: Brief job description and attach a copy of the new job description.

SEE ATTACHED

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	12/3/14 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	12/5/14 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/12/2014 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
DEC - 3 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: **URBAN COUNTY PROGRAM/250** DATE: **December 3, 2014**

CURRENT POSITION TITLE: CURRENT SLOT. #:

REQUESTED POSITION TITLE: **ASSISTANT DEPUTY DIRECTOR URBAN COUNTY - CDBG (250-001)** CURRENT SLOT. #: **0032**

REQUEST FOR: OF POSITION

[X] New Position [ ] Temporary Position [ ] Position Reclassification* [ ] Other _____

POSITION SALARY REQUEST:

1	$ 0.00	$ 63,583.00	$ 63,583.00
NO. OF POSITIONS	CURRENT SALARY/ALLOWANCE	PROPOSED SALARY/ALLOWANCE	NET CHANGE

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other _____

POSITION SALARY REQUEST:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[ ]
Non-Exempt	[X]	Non-Exempt	[X]
N/A	[ ]		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

THIS POSITION IS NECESSARY TO APPROPRIATELY MEET PROGRAM REQUIREMENTS.

NEW POSITION: Brief job description and attach a copy of the new job description.

SEE ATTACHED

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	12/3/14 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	12/5/14 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/12/2014 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY URBAN COUNTY PROGRAM

ASSISTANT DEPUTY DIRECTOR

GENERAL DESCRIPTION

Performs highly advanced (senior-level) policy administration and managerial work; Work involves specialized knowledge of state government, strategic planning, and County administration. Works closely with the Deputy Director on the day-to-day operations of the County; Works under minimal supervision with latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Provides assistance and advice to the Deputy Director regarding County operations

Plans, prepares, or oversees the preparation of periodic and special reports

Assists in budget preparation

Assists in management of the day-to-day operations of the County

Ensures that the agency adheres to County goals and objectives

Provides assistance and advice to members of the county upon request

Provides information and advice to county agencies and the general public regarding County activities and responsibilities

May act as Deputy Director in the absence of the Deputy Director

Plan, assign, coordinate special and administrative assignments, programs and/or supervise the work of others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Five (5) years of experience in public administration and/or management work

Graduation from an accredited four-year college or university with major course work in business, public administration, or related field required

Bilingual (Spanish and English) with the ability to converse fluently in both languages

CERTIFICATES, LICENSES, REGISTRATION

Must have a current valid Texas motor vehicle operator's license

Must be able to be insured by the County's insurance carrier

Knowledge, Skills, and Abilities

Knowledge of local, state, and federal laws and regulations and of the principles and practices of public administration and management

Ability to read, interpret documents of federal, state, local laws and procedures.

Ability to complete reports and answer correspondence

Ability to apply common sense understanding and direct staff in written, oral or diagram form

Ability to supervise and communicate effectively with staff and the public

Must have extensive experience in office or related work

Must have knowledge of computers and spreadsheets

Must have previous supervisory experience

General knowledge of city, county, and state government is required

Ability to assist the public in person or by telephone

Must have good writing and communication skills

Must be well organized

Ability to work well with others including vendors, department employees, elected officials, and departments heads

Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee may encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- Sitting for extended periods of time
- Standing for extended periods of time
- Operating assigned equipment

Maintain mental capacity which permits:

- Making sound decisions and using good judgment
- Demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- Working closely with others
- Working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- Making observations
- Reading and writing
- Operating assigned equipment
- Communication with others
- Required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, December 16, 2014 Agenda Item: 47699

Summary of request/proposal:
URBAN COUNTY (1288) -
APPROVAL TO DELETE/CREATE THE FOLLOWING FULL TIME POSITIONS:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1288	EXECUTIVE ASSISTANT I	0028	113	41,280.00	0.00	(41,280.00)
1288	ASSISTANT DEPUTY DIRECTOR	0032	113	0.00	63,583.00	63,583.00
				41,280.00	63,583.00	22,303.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
X-1288-463-00-250-001-6	113	URBAN COUNTY- CDBG	REGULAR FULL TIME	$1,025.43
X-1288-463-00-250-001-6	211	URBAN COUNTY- CDBG	HEALTH INSURANCE	$0.00
X-1288-463-00-250-001-6	212	URBAN COUNTY- CDBG	LIFE INSURANCE	$0.00
X-1288-463-00-250-001-6	220	URBAN COUNTY- CDBG	FICA	$78.45
X-1288-463-00-250-001-6	230	URBAN COUNTY- CDBG	RETIREMENT	$111.67
X-1288-463-00-250-001-6	250	URBAN COUNTY- CDBG	UNEMPLOYMENT COMP	$5.84
X-1288-463-00-250-001-6	260	URBAN COUNTY- CDBG	WORKER'S COMP	$1.74
			2014 Budgetary Impact	$1,223.13

2015 Budgetary Impact: $26,560.65

Possible Funding Sources: NO BUDGETARY IMPACT- FUNDS FROM DELETED POSITION FROM URBAN COUNTY-HOME, SLOT NO. 0006.

Comments:

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, December 16, 2014 Agenda Item: 47699

Summary of request/proposal:
URBAN COUNTY (1288) -
APPROVAL TO DELETE/CREATE THE FOLLOWING FULL TIME POSITIONS:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1288	CLERK II	0006	113	22,303.00	0.00	(22,303.00)
				22,303.00	0.00	(22,303.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
X-1288-463-00-250-002-6	113	URBAN COUNTY- HOME	REGULAR FULL TIME	($1,025.43)
X-1288-463-00-250-002-6	211	URBAN COUNTY- HOME	HEALTH INSURANCE	($258.76)
X-1288-463-00-250-002-6	212	URBAN COUNTY- HOME	LIFE INSURANCE	($1.73)
X-1288-463-00-250-002-6	220	URBAN COUNTY- HOME	FICA	($78.45)
X-1288-463-00-250-002-6	230	URBAN COUNTY- HOME	RETIREMENT	($111.67)
X-1288-463-00-250-002-6	250	URBAN COUNTY- HOME	UNEMPLOYMENT COMP	($5.84)
X-1288-463-00-250-002-6	260	URBAN COUNTY- HOME	WORKER'S COMP	($1.74)
			2014 Budgetary Impact	($1,483.62)

2015 Budgetary Impact: ($32,507.61)

Possible Funding Sources: COST SAVINGS.

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2014 SALARY SCHEDULE

4-1288-463-00-250-001-6

AI - 47699

URBAN COUNTY - CDBG

Slot #	Obj Code	POSITION TITLE	2013 BUDGETED SALARY	2014 ADJUSTED SALARY	2014 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2014 BUDGETED SALARY APPROVED	2014 ACTUAL SALARY	Other Allowances					2014 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	112	DIRECTOR	$109,693.00	$0.00	$109,693.00	0	$0.00	$0.00	$109,693.00	$109,693.00	$660.00	$0.00	$0.00	$8,000.00	$0.00	$118,353.00
0004	113	DEPUTY DIRECTOR	$57,305.00	$0.00	$57,305.00	0	$0.00	$0.00	$57,305.00	$57,305.00	$840.00	$0.00	$0.00	$3,600.00	$0.00	$61,745.00
0006	113	MONITOR II	$49,698.00	$0.00	$49,698.00	0	$0.00	$0.00	$49,698.00	$49,698.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$50,898.00
0008	113	ACCOUNTANT IV	$52,002.00	$0.00	$52,002.00	0	$0.00	$0.00	$52,002.00	$52,002.00	$900.00	$0.00	$0.00	$0.00	$0.00	$52,902.00
0010	113	UCP COORDINATOR I	$38,222.00	$0.00	$38,222.00	0	$0.00	$0.00	$38,222.00	$38,222.00	$540.00	$0.00	$0.00	$0.00	$0.00	$38,762.00
0011	113	UCP COORDINATOR I	$38,222.00	$0.00	$38,222.00	0	$0.00	$0.00	$38,222.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0012	113	MONITOR I	$38,222.00	$0.00	$38,222.00	0	$0.00	$0.00	$38,222.00	$38,222.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,222.00
0013	113	MONITOR I	$38,222.00	$0.00	$38,222.00	0	$0.00	$0.00	$38,222.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0014	113	UCP COORDINATOR II	$44,583.00	$0.00	$44,583.00	0	$0.00	$0.00	$44,583.00	$44,583.00	$660.00	$0.00	$0.00	$0.00	$0.00	$45,243.00
0015	113	HR COORDINATOR II	$47,061.00	$0.00	$47,061.00	0	$0.00	$0.00	$47,061.00	$47,061.00	$1,620.00	$0.00	$0.00	$0.00	$0.00	$48,681.00
0016	113	ACCOUNTANT II	$43,574.00	$0.00	$43,574.00	0	$0.00	$0.00	$43,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0018	113	ADMINISTRATIVE ASSISTANT III	$35,064.00	$0.00	$35,064.00	0	$0.00	$0.00	$35,064.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0019	113	ACCOUNTING CLERK I	$28,094.00	$0.00	$28,094.00	0	$0.00	$0.00	$28,094.00	$28,094.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,094.00
0020	113	CLERK III	$26,924.00	$0.00	$26,924.00	0	$0.00	$0.00	$26,924.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0021	114	CUSTODIAN I	$10,845.00	$0.00	$10,845.00	0	$0.00	$0.00	$10,845.00	$10,845.00	$0.00	$0.00	$0.00	$0.00	$0.00	$10,845.00
0022	113	UCP COORDINATOR I	$38,222.00	$0.00	$38,222.00	0	$0.00	$0.00	$38,222.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0023	113	CLERK III	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0024	113	CLERK II	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$22,303.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,303.00
0025	113	DIVISION DIRECTOR- UCP FINANCE	$65,507.00	$0.00	$65,507.00	0	$0.00	$0.00	$65,507.00	$65,507.00	$840.00	$0.00	$0.00	$0.00	$0.00	$66,347.00
0026	113	UCP COORDINATOR II	$44,583.00	$0.00	$44,583.00	0	$0.00	$0.00	$44,583.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0027	113	UCP COORDINATOR I	$38,222.00	$0.00	$38,222.00	0	$0.00	$0.00	$38,222.00	$38,222.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,222.00
		APPROVAL TO DELETE THE FOLLOWING FULL TIME POSITION:														
~~0028~~	~~113~~	~~EXECUTIVE ASSISTANT I~~	~~$41,280.00~~	~~$0.00~~	~~$41,280.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$41,280.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0029	113	ACCOUNTS PAYABLE SPECIALIST III	$38,222.00	$0.00	$38,222.00	0	$0.00	$0.00	$38,222.00	$38,222.00	$300.00	$0.00	$0.00	$0.00	$0.00	$38,522.00
0030	113	ADMINISTRATIVE ASSISTANT II	$28,094.00	$0.00	$28,094.00	0	$0.00	$0.00	$28,094.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0031	113	MONITOR III	$52,002.00	$0.00	$52,002.00	0	$0.00	$0.00	$52,002.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		APPROVAL TO CREATE THE FOLLOWING FULL TIME POSITION:														
0032	113	ASSISTANT DEPUTY DIRECTOR	$0.00	$63,583.00	$63,583.00		$0.00	$0.00	$63,583.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
			$1,010,900.00	$63,583.00	$1,074,483.00		$0.00	$0.00	$1,074,483.00	$665,993.00	$7,560.00	$0.00	$0.00	$11,600.00	$0.00	$685,153.00

APPROVAL OF THE ABOVE HIGHLIGHTED PERSONNEL ACTIONS ARE PENDING CC APPROVAL.

HIDALGO COUNTY
COMMISSIONER COURT
2014 SALARY SCHEDULE

4-1288-463-00-250-002-6

AI - 47699

URBAN COUNTY - HOME

Slot #	Obj Code	POSITION TITLE	2013 BUDGETED SALARY	2014 ADJUSTED SALARY	2014 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2014 BUDGETED SALARY APPROVED	2014 ACTUAL SALARY	Other Allowances					2014 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	DIVISION DIRECTOR, UCP HOUSING	$60,655.00	$0.00	$60,655.00	0	$0.00	$0.00	$60,655.00	$60,655.00	$540.00	$0.00	$0.00	$2,400.00	$0.00	$63,595.00
0002	113	PROGRAM COORDINATOR I	$42,236.00	$0.00	$42,236.00	0	$0.00	$0.00	$42,236.00	$42,236.00	$600.00	$0.00	$0.00	$0.00	$0.00	$42,836.00
0003	113	PROGRAM SPECIALIST	$35,391.00	$0.00	$35,391.00	0	$0.00	$0.00	$35,391.00	$35,391.00	$540.00	$0.00	$0.00	$0.00	$0.00	$35,931.00
0005	113	CLERK III	$28,745.00	$0.00	$28,745.00	0	$0.00	$0.00	$28,745.00	$28,745.00	$480.00	$0.00	$0.00	$0.00	$0.00	$29,225.00
		APPROVAL TO DELETE THE FOLLOWING FULL TIME POSITION:														
~~0006~~	~~113~~	~~CLERK II~~	~~$22,303.00~~	~~$0.00~~	~~$22,303.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$22,303.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0008	113	DEPUTY DIRECTOR	$19,102.00	$0.00	$19,102.00	0	$0.00	$0.00	$19,102.00	$19,102.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,102.00
0009	113	HOUSING SPECIALIST I	$35,391.00	$0.00	$35,391.00	0	$0.00	$0.00	$35,391.00	$35,391.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35,391.00
			$221,520.00	$0.00	$221,520.00		$0.00	$0.00	$221,520.00	$221,520.00	$2,160.00	$0.00	$0.00	$2,400.00	$0.00	$226,080.00

APPROVAL OF THE ABOVE HIGHLIGHTED PERSONNEL ACTIONS ARE PENDING CC APPROVAL.

HIDALGO COUNTY
COMMISSIONER COURT
2015 SALARY SCHEDULE

5-1288-463-00-250-001-6

AI - 47699

URBAN COUNTY - CDBG

Slot #	Obj Code	POSITION TITLE	2014 BUDGETED SALARY	2015 ADJUSTED SALARY	2015 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2015 BUDGETED SALARY APPROVED	2015 ACTUAL SALARY	Other Allowances					2015 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	112	DIRECTOR	$109,693.00	$0.00	$109,693.00	0	$0.00	$0.00	$109,693.00	$0.00	$720.00	$0.00	$0.00	$8,000.00	$0.00	$8,720.00
0004	113	DEPUTY DIRECTOR	$57,305.00	$0.00	$57,305.00	0	$0.00	$0.00	$57,305.00	$0.00	$900.00	$0.00	$0.00	$3,600.00	$0.00	$4,500.00
0006	113	MONITOR II	$49,698.00	$0.00	$49,698.00	0	$0.00	$0.00	$49,698.00	$0.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$1,260.00
0008	113	ACCOUNTANT IV	$52,002.00	$0.00	$52,002.00	0	$0.00	$0.00	$52,002.00	$0.00	$960.00	$0.00	$0.00	$0.00	$0.00	$960.00
0010	113	UCP COORDINATOR I	$38,222.00	$0.00	$38,222.00	0	$0.00	$0.00	$38,222.00	$0.00	$600.00	$0.00	$0.00	$0.00	$0.00	$600.00
0011	113	UCP COORDINATOR I	$38,222.00	$0.00	$38,222.00	0	$0.00	$0.00	$38,222.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0012	113	MONITOR I	$38,222.00	$0.00	$38,222.00	0	$0.00	$0.00	$38,222.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0013	113	MONITOR I	$38,222.00	$0.00	$38,222.00	0	$0.00	$0.00	$38,222.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0014	113	UCP COORDINATOR II	$44,583.00	$0.00	$44,583.00	0	$0.00	$0.00	$44,583.00	$0.00	$720.00	$0.00	$0.00	$0.00	$0.00	$720.00
0015	113	HR COORDINATOR II	$47,061.00	$0.00	$47,061.00	0	$0.00	$0.00	$47,061.00	$0.00	$1,680.00	$0.00	$0.00	$0.00	$0.00	$1,680.00
0016	113	ACCOUNTANT II	$43,574.00	$0.00	$43,574.00	0	$0.00	$0.00	$43,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0018	113	ADMINISTRATIVE ASSISTANT III	$35,064.00	$0.00	$35,064.00	0	$0.00	$0.00	$35,064.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0019	113	ACCOUNTING CLERK I	$28,094.00	$0.00	$28,094.00	0	$0.00	$0.00	$28,094.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0020	113	CLERK III	$26,924.00	$0.00	$26,924.00	0	$0.00	$0.00	$26,924.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0021	114	CUSTODIAN I	$10,845.00	$0.00	$10,845.00	0	$0.00	$0.00	$10,845.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0022	113	UCP COORDINATOR I	$38,222.00	$0.00	$38,222.00	0	$0.00	$0.00	$38,222.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0023	113	CLERK III	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0024	113	CLERK II	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0025	113	DIVISION DIRECTOR- UCP FINANCE	$65,507.00	$0.00	$65,507.00	0	$0.00	$0.00	$65,507.00	$0.00	$900.00	$0.00	$0.00	$0.00	$0.00	$900.00
0026	113	UCP COORDINATOR II	$44,583.00	$0.00	$44,583.00	0	$0.00	$0.00	$44,583.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0027	113	UCP COORDINATOR I	$38,222.00	$0.00	$38,222.00	0	$0.00	$0.00	$38,222.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		APPROVAL TO DELETE THE FOLLOWING FULL TIME POSITION:														
~~0028~~	~~113~~	~~EXECUTIVE ASSISTANT I~~	~~$41,280.00~~	~~$0.00~~	~~$41,280.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$41,280.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0029	113	ACCOUNTS PAYABLE SPECIALIST III	$38,222.00	$0.00	$38,222.00	0	$0.00	$0.00	$38,222.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0030	113	ADMINISTRATIVE ASSISTANT II	$28,094.00	$0.00	$28,094.00	0	$0.00	$0.00	$28,094.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0031	113	MONITOR III	$52,002.00	$0.00	$52,002.00	0	$0.00	$0.00	$52,002.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		APPROVAL TO CREATE THE FOLLOWING FULL TIME POSITION:														
0032	113	ASSISTANT DEPUTY DIRECTOR	$0.00	$63,583.00	$63,583.00		$0.00	$0.00	$63,583.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
			$1,010,900.00	$63,583.00	$1,074,483.00		$0.00	$0.00	$1,074,483.00	$0.00	$8,100.00	$0.00	$0.00	$11,600.00	$0.00	$19,700.00

APPROVAL OF THE ABOVE HIGHLIGHTED PERSONNEL ACTIONS ARE PENDING CC APPROVAL.

HIDALGO COUNTY
COMMISSIONER COURT
2015 SALARY SCHEDULE

5-1288-463-00-250-002-6

AI - 47669

URBAN COUNTY - HOME

Slot #	Obj Code	POSITION TITLE	2014 BUDGETED SALARY	2015 ADJUSTED SALARY	2015 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2015 BUDGETED SALARY APPROVED	2015 ACTUAL SALARY	Other Allowances					2015 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	DIVISION DIRECTOR, UCP HOUSING	$60,655.00	$0.00	$60,655.00	0	$0.00	$0.00	$60,655.00	$0.00	$600.00	$0.00	$0.00	$2,400.00	$0.00	$3,000.00
0002	113	PROGRAM COORDINATOR I	$42,236.00	$0.00	$42,236.00	0	$0.00	$0.00	$42,236.00	$0.00	$660.00	$0.00	$0.00	$0.00	$0.00	$660.00
0003	113	PROGRAM SPECIALIST	$35,391.00	$0.00	$35,391.00	0	$0.00	$0.00	$35,391.00	$0.00	$600.00	$0.00	$0.00	$0.00	$0.00	$600.00
0005	113	CLERK III	$28,745.00	$0.00	$28,745.00	0	$0.00	$0.00	$28,745.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$540.00
		APPROVAL TO DELETE THE FOLLOWING FULL TIME POSITION:														
~~0006~~	~~113~~	~~CLERK II~~	~~$22,303.00~~	~~$0.00~~	~~$22,303.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$22,303.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0008	113	DEPUTY DIRECTOR	$19,102.00	$0.00	$19,102.00	0	$0.00	$0.00	$19,102.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0009	113	HOUSING SPECIALIST I	$35,391.00	$0.00	$35,391.00	0	$0.00	$0.00	$35,391.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
			$221,520.00	$0.00	$221,520.00		$0.00	$0.00	$221,520.00	$0.00	$2,400.00	$0.00	$0.00	$2,400.00	$0.00	$4,800.00

APPROVAL OF THE ABOVE HIGHLIGHTED PERSONNEL ACTIONS ARE PENDING CC APPROVAL.

AI -47701 **Human Resources** **9. I.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Diana Munoz, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

Precinct #4 (1200):

1. Approval of the following personnel actions, effective FY 2014 and FY 2015:

Action	Slot#	Dept/Program	Position Title	Actual/Proposed Budgeted Salary
Delete	0027	Drainage Improvement Projects (124-036)	Truck Driver II	$30,503.00
Create	0035	Drainage Improvement Projects (124-036)	Truck Driver III	$30,503.00

2. Approval of revised salary schedules.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014/15 **ACCT. #:** X-1200-431-00-124-036-0-XXX

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

PAR FORMS & JOB DESC

Fiscal Note

2014 Revised Salary Schedule

2015 Revised Salary Schedule

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/08/2014 04:16 PM
Obdett Calzada	Obdett Calzada	12/12/2014 03:38 PM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Diana Munoz		Started On: 12/05/2014 04:48 PM
Final Approval Date: 12/12/2014		

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
DEC - 4 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: **PCT 4 (124-036) Drainage Improvement Projects**

DATE: **12/04/14**

CURRENT POSITION TITLE: **Truck Driver II**

CURRENT SLOT. #: **124-036-0027**

REQUESTED POSITION TITLE:

REQUEST FOR: OF POSITION

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other **Delete**

POSITION SALARY REQUEST:

1	**$ 30,503.00**	**$ .00**	$ **($30,503.00)**
NO. OF POSITIONS	CURRENT SALARY	PROPOSED SALARY	NET CHANGE

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other **N/A**

POSITION TYPE:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☒	Non-Exempt	☒
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Pct 4 no longer has a need for this position.

NEW POSITION: Brief job description and attach a copy of the new job description.

N/A

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. Joseph Palacios HAB	DEPARTMENT HEAD	12/04/14 DATE	FUNDING AVAILABLE IN DEPT. BUDGET:	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	12/8/2014 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/11/2014 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
DEC - 4 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: **PCT 4 (124-036) Drainage Improvement Projects** DATE: **12/04/14**

CURRENT POSITION TITLE: **N/A**

CURRENT SLOT. #: **124-036-0035**

REQUESTED POSITION TITLE: **Truck Driver III**

REQUEST FOR: OF POSITION

☒ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other

POSITION SALARY REQUEST:

NO. OF POSITIONS	CURRENT SALARY	PROPOSED SALARY		NET CHANGE
1	**$ .00**	**$30,503.00**	$	**$30,503.00**

Position to be funded from one of the following:

☒ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other **Acct #1200-431-00-124-036-0-**

POSITION TYPE:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[ ]
Non-Exempt	[X]	Non-Exempt	[X]
N/A	[ ]		[ ]

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

To better serve Pct 4 constituents by providing all drainage related maintenance labor as needed.

NEW POSITION: Brief job description and attach a copy of the new job description.

See Attached

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Joseph Palacios DEPARTMENT HEAD	12/04/14 DATE	FUNDING AVAILABLE IN DEPT. BUDGET:	☒ Yes	☐ NO
2.	HUMAN RESOURCES DIRECTOR	12/8/2014 DATE	PERSONNEL PROCEDURES COMPLETED	☑ Yes	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/12/2014 DATE	BUDGET PROCEDURES COMPLETED	☑ Yes	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY PRECINCT #4

TRUCK DRIVER III

GENERAL DESCRIPTION

Performs advance (senior-level) work safely driving and operating a tractor-trailer combo which may include (but is not limited to) the moving of specialized heavy construction equipment involved in the maintenance and construction of County roads. The Truck Driver III may train other employees. The Truck Driver III works under general supervision with some latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Drives tractor, tractor-trailer combination, truck and trailer applying knowledge of commercial driving regulations, to transport and deliver equipment or materials to jobsites throughout Hidalgo County

Assists in the weekly checks of all trucks and trailers

Will operate all of the department's trucks and civil construction equipment and tools at a proficient level

May operate steel wheel rollers, rubber tire rollers, crack sealing machine, loaders, water trucks and similar equipment

Provides minor equipment maintenance such as greasing suspension, checking hydraulic/brake fluid, oil, water, transmission and air pressure levels and cleans vehicles

Submits daily activity report, haul tickets, and purchase receipts

Must work outdoors in all weathers

Operates dump trucks to haul asphalt, dirt, trash, rocks, salt, sand, water and/or other designated materials to a jobsite

Performs street paving duties, including spreading and compacting hot mix asphalt and road base

Maintains dirt roads by watering for blade operator and may run blade if needed

Maintains truck log according to state and federal regulations

Position blocks and ties rope around items to secure cargo for transport

Cleans, inspects and services vehicle

Operates equipment on vehicle to load, unload, or disperse cargo or materials

Assists is loading and unloading truck manually

May be responsible for some lead responsibilities as assigned

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Minimum of five (5) years of experience in commercial driving or related field

Graduation from a high school or equivalent (GED) required

Certificates, Licenses & Registration

Must have a valid current Texas motor vehicle operator's license; Texas Commercial Driver's License (CDL) required; CDL may require specialized endorsements depending on area of assignment

Must be able to be insured by the County's insurance carrier

Positions requiring a CDL or positions of a safety sensitive nature are subject to drug and alcohol testing in accordance with federal regulations

Knowledge, Skills, and Abilities

Knowledge of equipment operation and maintenance, skilled in using specialized heavy equipment in the prescribed manner

Knowledge of the safe operation of the equipment used and of the provisions of the Texas Motor Vehicle Code relating to the operation of equipment/vehicles

Sufficient skills to operate equipment effectively and safely

Ability to perform strenuous work in the outdoors

Ability to understand and follow oral and written instructions

Ability to read and comprehend simple instructions, short correspondence and memos

Ability to read and interpret documents such as safety rules, operating and maintenance instructions and procedure manuals

Ability to perform basic math and apply common sense understanding to carry out detailed but uninvolved written and/or oral instructions

Ability to deal with problems involving a few concrete variables in standardized situations

Bilingual (Spanish and English) with the ability to converse fluently in both languages preferred

Ability to communicate effectively

May require interaction with other departmental supervisors and peers, other County agencies and staff, outside vendors or other professionals and community, state or federal agencies

Employee may be assigned other duties in addition to those listed

Duties may change according to the changing needs of the County

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over twenty five (25) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, December 16, 2014

Agenda Item: 47701

Summary of request/proposal:
Approval to delete/create the following full-time position:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1200	TRUCK DRIVER II	0027	113	30,503.00	0.00	(30,503.00)
1200	TRUCK DRIVER III	0035	113	0.00	30,503.00	30,503.00
				30,503.00	30,503.00	0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
4-1200-431-00-124-036-0	113	PCT 4 DRAIN IMPRV PRJ	REGULAR FULL TIME	$0.00
4-1200-431-00-124-036-0	211	PCT 4 DRAIN IMPRV PRJ	HEALTH INSURANCE	$0.00
4-1200-431-00-124-036-0	212	PCT 4 DRAIN IMPRV PRJ	LIFE INSURANCE	$0.00
4-1200-431-00-124-036-0	220	PCT 4 DRAIN IMPRV PRJ	FICA	$0.00
4-1200-431-00-124-036-0	230	PCT 4 DRAIN IMPRV PRJ	RETIREMENT	$0.00
4-1200-431-00-124-036-0	250	PCT 4 DRAIN IMPRV PRJ	UNEMPLOYMENT COMP	$0.00
4-1200-431-00-124-036-0	260	PCT 4 DRAIN IMPRV PRJ	WORKER'S COMP	$0.00
			2014 Budgetary Impact	$0.00

Possible Funding Sources: NO BUDGETARY IMPACT.

Comments:

HIDALGO COUNTY
COMMISSIONER COURT
2014 SALARY SCHEDULE

4-1223-412-00-080-007-0

DA INVESTIGATION HB65

Slot #	Obj Code	POSITION TITLE	2013 BUDGETED SALARY	2014 ADJUSTED SALARY	2014 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2014 BUDGETED SALARY APPROVED	2014 ACTUAL SALARY	Other Allowanc		
											Longevity 115	Interpet. 116	Supplem. 117
0001	113	ASSISTANT DISTRICT ATTORNEY IV	$12,687.00	$0.00	$12,687.00	0	$0.00	$0.00	$12,687.00	$12,687.00	$0.00	$0.00	$0.00
0020	113	ASSISTANT DISTRICT ATTORNEY III	$11,679.00	$0.00	$11,679.00	0	$0.00	$0.00	$11,679.00	$7,557.00	$0.00	$0.00	$0.00
0023	113	CRIMINAL INVESTIGATOR I	$3,880.00	$0.00	$3,880.00	0	$0.00	$0.00	$3,880.00	$1,880.00	$0.00	$0.00	$0.00
0027	113	HUMAN RESOURCES COORDINATOR IV	$6,354.00	$0.00	$6,354.00	0	$0.00	$0.00	$6,354.00	$6,354.00	$0.00	$0.00	$0.00
0028	113	EXECUTIVE ASSISTANT II	$15,091.00	$0.00	$15,091.00	0	$0.00	$0.00	$15,091.00	$15,091.00	$0.00	$0.00	$0.00
0029	113	EXECUTIVE ASSISTANT I	$6,597.00	$0.00	$6,597.00	0	$0.00	$0.00	$6,597.00	$6,597.00	$0.00	$0.00	$0.00
0030	113	EXECUTIVE ASSISTANT I	$6,136.00	$0.00	$6,136.00	0	$0.00	$0.00	$6,136.00	$6,136.00	$0.00	$0.00	$0.00
0031	113	ADMINISTRATIVE ASSISTANT II	$7,544.00	$0.00	$7,544.00	0	$0.00	$0.00	$7,544.00	$5,006.00	$0.00	$0.00	$0.00
0032	113	EXECUTIVE ASSISTANT I	$6,636.00	$0.00	$6,636.00	0	$0.00	$0.00	$6,636.00	$6,636.00	$0.00	$0.00	$0.00
0033	113	ACCOUNTANT IV	$6,678.00	$0.00	$6,678.00	0	$0.00	$0.00	$6,678.00	$6,678.00	$0.00	$0.00	$0.00
0034	113	ADMINISTRATIVE ASSISTANT IV	$7,194.00	$0.00	$7,194.00	0	$0.00	$0.00	$7,194.00	$7,194.00	$0.00	$0.00	$0.00
0036	113	ADMINISTRATIVE ASSISTANT IV	$7,238.00	$0.00	$7,238.00	0	$0.00	$0.00	$7,238.00	$7,238.00	$0.00	$0.00	$0.00
0037	113	ADMINISTRATIVE ASSISTANT IV	$7,138.00	$0.00	$7,138.00	0	$0.00	$0.00	$7,138.00	$7,138.00	$0.00	$0.00	$0.00
0038	113	ADMINISTRATIVE ASSISTANT IV	$6,391.00	$0.00	$6,391.00	0	$0.00	$0.00	$6,391.00	$6,391.00	$0.00	$0.00	$0.00
0039	113	ADMINISTRATIVE ASSISTANT IV	$6,238.00	$0.00	$6,238.00	0	$0.00	$0.00	$6,238.00	$6,238.00	$0.00	$0.00	$0.00
0040	113	ADMINISTRATIVE ASSISTANT IV	$6,000.00	$0.00	$6,000.00	0	$0.00	$0.00	$6,000.00	$6,000.00	$0.00	$0.00	$0.00
0041	113	ADMINISTRATIVE ASSISTANT III	$6,246.00	$0.00	$6,246.00	0	$0.00	$0.00	$6,246.00	$6,246.00	$0.00	$0.00	$0.00
0042	113	ADMINISTRATIVE ASSISTANT II	$7,183.00	$0.00	$7,183.00	0	$0.00	$0.00	$7,183.00	$7,183.00	$0.00	$0.00	$0.00
0043	113	ADMINISTRATIVE ASSISTANT III	$6,141.00	$0.00	$6,141.00	0	$0.00	$0.00	$6,141.00	$6,141.00	$0.00	$0.00	$0.00
0044	113	ADMINISTRATIVE ASSISTANT II	$5,644.00	$0.00	$5,644.00	0	$0.00	$0.00	$5,644.00	$5,644.00	$0.00	$0.00	$0.00
0045	113	ADMINISTRATIVE ASSISTANT II	$6,150.00	$0.00	$6,150.00	0	$0.00	$0.00	$6,150.00	$5,537.00	$0.00	$0.00	$0.00
0047	113	ADMINISTRATIVE ASSISTANT I	$9,374.00	$0.00	$9,374.00	0	$0.00	$0.00	$9,374.00	$9,374.00	$0.00	$0.00	$0.00
0048	113	ADMINISTRATIVE ASSISTANT II	$7,747.00	$0.00	$7,747.00	0	$0.00	$0.00	$7,747.00	$0.00	$0.00	$0.00	$0.00
0049	113	ADMINISTRATIVE ASSISTANT II	$4,088.00	$0.00	$4,088.00	0	$0.00	$0.00	$4,088.00	$4,088.00	$0.00	$0.00	$0.00
0050	113	ADMINISTRATIVE ASSISTANT II	$5,683.00	$0.00	$5,683.00	0	$0.00	$0.00	$5,683.00	$5,183.00	$0.00	$0.00	$0.00
0052	113	ADMINISTRATIVE ASSISTANT II	$7,183.00	$0.00	$7,183.00	0	$0.00	$0.00	$7,183.00	$7,032.00	$0.00	$0.00	$0.00
0053	113	ADMINISTRATIVE ASSISTANT II	$6,101.00	$0.00	$6,101.00	0	$0.00	$0.00	$6,101.00	$6,101.00	$0.00	$0.00	$0.00
0062	113	ASSISTANT DISTRICT ATTORNEY III	$11,276.00	$0.00	$11,276.00	0	$0.00	$0.00	$11,276.00	$11,276.00	$0.00	$0.00	$0.00
0066	113	ASSISTANT DISTRICT ATTORNEY II	$4,466.00	$0.00	$4,466.00	0	$0.00	$3,000.00	$7,466.00	$7,466.00	$0.00	$0.00	$0.00
0071	113	ASSISTANT DISTRICT ATTORNEY III	$14,744.00	$0.00	$14,744.00	0	$0.00	$0.00	$14,744.00	$14,744.00	$0.00	$0.00	$0.00
0082	113	ADMINISTRATIVE ASSISTANT II	$2,000.00	$0.00	$2,000.00	0	$0.00	$0.00	$2,000.00	$1,906.00	$0.00	$0.00	$0.00
0083	113	ADMINISTRATIVE ASSISTANT I	$3,697.00	$0.00	$3,697.00	0	$0.00	$0.00	$3,697.00	$3,697.00	$0.00	$0.00	$0.00
0084	113	ADMINISTRATIVE ASSISTANT I	$3,697.00	$0.00	$3,697.00	0	$0.00	$0.00	$3,697.00	$1,697.00	$0.00	$0.00	$0.00
0085	113	ADMINISTRATIVE ASSISTANT I	$5,913.00	$0.00	$5,913.00	0	$0.00	$0.00	$5,913.00	$5,913.00	$0.00	$0.00	$0.00
0086	113	ADMINISTRATIVE ASSISTANT I	$3,697.00	$0.00	$3,697.00	0	$0.00	$0.00	$3,697.00	$1,697.00	$0.00	$0.00	$0.00
0087	113	ADMINISTRATIVE ASSISTANT I	$4,913.00	$0.00	$4,913.00	0	$0.00	$0.00	$4,913.00	$4,913.00	$0.00	$0.00	$0.00
0088	113	ADMINISTRATIVE ASSISTANT I	$3,697.00	$0.00	$3,697.00	0	$0.00	$0.00	$3,697.00	$1,697.00	$0.00	$0.00	$0.00
0089	113	ADMINISTRATIVE ASSISTANT I	$4,913.00	$0.00	$4,913.00	0	$0.00	$0.00	$4,913.00	$4,913.00	$0.00	$0.00	$0.00
0090	113	ADMINISTRATIVE ASSISTANT I	$3,697.00	$0.00	$3,697.00	0	$0.00	$0.00	$3,697.00	$1,697.00	$0.00	$0.00	$0.00
0091	113	ADMINISTRATIVE ASSISTANT I	$3,340.00	$0.00	$3,340.00	0	$0.00	$0.00	$3,340.00	$3,340.00	$0.00	$0.00	$0.00
0092	113	ADMINISTRATIVE ASSISTANT II	$1,500.00	$0.00	$1,500.00	0	$0.00	$0.00	$1,500.00	$1,500.00	$0.00	$0.00	$0.00
0093	113	ADMINISTRATIVE ASSISTANT I	$1,913.00	$0.00	$1,913.00	0	$0.00	$0.00	$1,913.00	$0.00	$0.00	$0.00	$0.00
0101	114	INTAKE CLERK	$0.00	$33,280.00	$33,280.00	0	$0.00	$0.00	$33,280.00	$26,624.00	$0.00	$0.00	$0.00
T102	122	CLERK I	$0.00	$3,456.00	$3,456.00	0	$0.00	$0.00	$3,456.00	$3,456.00	$0.00	$0.00	$0.00
T103	122	CLERK I	$0.00	$3,456.00	$3,456.00	0	$0.00	$0.00	$3,456.00	$3,456.00	$0.00	$0.00	$0.00
T104	122	CLERK I	$0.00	$3,456.00	$3,456.00	0	$0.00	$0.00	$3,456.00	$3,456.00	$0.00	$0.00	$0.00
T105	122	CLERK I	$0.00	$3,456.00	$3,456.00	0	$0.00	$0.00	$3,456.00	$3,456.00	$0.00	$0.00	$0.00
T106	122	CLERK I	$0.00	$3,456.00	$3,456.00	0	$0.00	$0.00	$3,456.00	$3,456.00	$0.00	$0.00	$0.00
		APPROVAL TO EXTEND THE FOLLOWING TEMPORARY POSITIONS; NOT TO EXCEED SIX (6) MONTHS. (FROM 7/1/2014 TO 12/30/2014)											
T107	**122**	**CLERK IV**	**$0.00**	**$8,320.00**	**$8,320.00**	**0**	**$0.00**	**$0.00**	**$8,320.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
T108	**122**	**CRIMINAL INVESTIGATOR I**	**$0.00**	**$5,999.00**	**$5,999.00**	**0**	**$0.00**	**$0.00**	**$5,999.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
0109	113	ASSISTANT DISTRICT ATTORNEY II	$0.00	$0.00	$0.00	0	$0.00	$3,000.00	$3,000.00	$3,000.00	$0.00	$0.00	$0.00
0110	113	ASSISTANT DISTRICT ATTORNEY II	$0.00	$0.00	$0.00	0	$0.00	$3,000.00	$3,000.00	$3,000.00	$0.00	$0.00	$0.00
0111	113	ASSISTANT DISTRICT ATTORNEY II	$0.00	$0.00	$0.00	0	$0.00	$3,000.00	$3,000.00	$3,000.00	$0.00	$0.00	$0.00
0112	113	ASSISTANT DISTRICT ATTORNEY II	$0.00	$0.00	$0.00	0	$0.00	$3,000.00	$3,000.00	$3,000.00	$0.00	$0.00	$0.00
0113	113	ASSISTANT DISTRICT ATTORNEY II	$0.00	$0.00	$0.00	0	$0.00	$3,000.00	$3,000.00	$3,000.00	$0.00	$0.00	$0.00
0114	113	ASSISTANT DISTRICT ATTORNEY II	$0.00	$0.00	$0.00	0	$0.00	$3,000.00	$3,000.00	$0.00	$0.00	$0.00	$0.00
0115	113	ASSISTANT DISTRICT ATTORNEY II	$0.00	$0.00	$0.00	0	$0.00	$3,000.00	$3,000.00	$0.00	$0.00	$0.00	$0.00
0116	113	ASSISTANT DISTRICT ATTORNEY II	$0.00	$0.00	$0.00	0	$0.00	$3,000.00	$3,000.00	$3,000.00	$0.00	$0.00	$0.00
0117	113	ASSISTANT DISTRICT ATTORNEY II	$0.00	$0.00	$0.00	0	$0.00	$3,000.00	$3,000.00	$3,000.00	$0.00	$0.00	$0.00
0118	113	ASSISTANT DISTRICT ATTORNEY II	$0.00	$0.00	$0.00	0	$0.00	$3,000.00	$3,000.00	$3,000.00	$0.00	$0.00	$0.00
0119	113	ACCOUNTANT III	$0.00	$6,991.00	$6,991.00	0	$0.00	$0.00	$6,991.00	$0.00	$0.00	$0.00	$0.00
T120	122	CLERK I	$0.00	$3,460.00	$3,460.00	0	$0.00	$0.00	$3,460.00	$3,460.00	$0.00	$0.00	$0.00
T121	122	CLERK I	$0.00	$3,460.00	$3,460.00	0	$0.00	$0.00	$3,460.00	$3,460.00	$0.00	$0.00	$0.00
T122	122	CLERK I	$0.00	$3,460.00	$3,460.00	0	$0.00	$0.00	$3,460.00	$3,460.00	$0.00	$0.00	$0.00

T123	122	CLERK I	$0.00	$3,460.00	$3,460.00	0	$0.00	$0.00	$3,460.00	$3,460.00	$0.00	$0.00	$0.00
T124	122	CLERK I	$0.00	$3,460.00	$3,460.00	0	$0.00	$0.00	$3,460.00	$3,460.00	$0.00	$0.00	$0.00
			$268,484.00	$89,170.00	$357,654.00		$0.00	$33,000.00	$390,654.00	$329,010.00	$0.00	$0.00	$0.00

APPROVAL OF THE ABOVE HIGHLIGHTED PERSONNEL ACTIONS ARE PENDING CC APPROVAL.

AI - 45366

es		2014 ACTUAL TOTAL COMPENSATION
Auto A. 118	Clothing 119	
$0.00	$0.00	$12,687.00
$0.00	$0.00	$7,557.00
$0.00	$0.00	$1,880.00
$0.00	$0.00	$6,354.00
$0.00	$0.00	$15,091.00
$0.00	$0.00	$6,597.00
$0.00	$0.00	$6,136.00
$0.00	$0.00	$5,006.00
$0.00	$0.00	$6,636.00
$0.00	$0.00	$6,678.00
$0.00	$0.00	$7,194.00
$0.00	$0.00	$7,238.00
$0.00	$0.00	$7,138.00
$0.00	$0.00	$6,391.00
$0.00	$0.00	$6,238.00
$0.00	$0.00	$6,000.00
$0.00	$0.00	$6,246.00
$0.00	$0.00	$7,183.00
$0.00	$0.00	$6,141.00
$0.00	$0.00	$5,644.00
$0.00	$0.00	$5,537.00
$0.00	$0.00	$9,374.00
$0.00	$0.00	$0.00
$0.00	$0.00	$4,088.00
$0.00	$0.00	$5,183.00
$0.00	$0.00	$7,032.00
$0.00	$0.00	$6,101.00
$0.00	$0.00	$11,276.00
$0.00	$0.00	$7,466.00
$0.00	$0.00	$14,744.00
$0.00	$0.00	$1,906.00
$0.00	$0.00	$3,697.00
$0.00	$0.00	$1,697.00
$0.00	$0.00	$5,913.00
$0.00	$0.00	$1,697.00
$0.00	$0.00	$4,913.00
$0.00	$0.00	$1,697.00
$0.00	$0.00	$4,913.00
$0.00	$0.00	$1,697.00
$0.00	$0.00	$3,340.00
$0.00	$0.00	$1,500.00
$0.00	$0.00	$0.00
$0.00	$0.00	$26,624.00
$0.00	$0.00	$3,456.00
$0.00	$0.00	$3,456.00
$0.00	$0.00	$3,456.00
$0.00	$0.00	$3,456.00
$0.00	$0.00	$3,456.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$3,000.00
$0.00	$0.00	$3,000.00
$0.00	$0.00	$3,000.00
$0.00	$0.00	$3,000.00
$0.00	$0.00	$3,000.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$3,000.00
$0.00	$0.00	$3,000.00
$0.00	$0.00	$3,000.00
$0.00	$0.00	$0.00
$0.00	$0.00	$3,460.00
$0.00	$0.00	$3,460.00
$0.00	$0.00	$3,460.00

$0.00	$0.00	$3,460.00
$0.00	$0.00	$3,460.00
$0.00	$0.00	$329,010.00

HIDALGO COUNTY
COMMISSIONER COURT
2014 SALARY SCHEDULE

4-1200-431-00-124-036-0 **AI -**

Pct 4 Drainage Imprv PRJ

Slot #	Obj Code	POSITION TITLE	2013 BUDGETED SALARY	2014 ADJUSTED SALARY	2014 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2014 BUDGETED SALARY APPROVED	2014 ACTUAL SALARY	Other Allowances			
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118
0001	113	DIRECTOR OF OPERATIONS	$67,800.00	$0.00	$67,800.00	0	$0.00	$0.00	$67,800.00	$53,560.00	$300.00	$0.00	$0.00	$0.00
0003	113	EXCAVATOR- HEAVY EQUIP OP	$41,638.00	$0.00	$41,638.00	0	$0.00	$0.00	$41,638.00	$41,638.00	$300.00	$0.00	$0.00	$0.00
0004	113	HEAVY EQUIP OP	$41,638.00	$0.00	$41,638.00	0	$0.00	$0.00	$41,638.00	$41,638.00	$0.00	$0.00	$0.00	$0.00
0005	113	HEAVY EQUIPMENT OPERATOR	$32,445.00	$0.00	$32,445.00	0	$0.00	$0.00	$32,445.00	$32,445.00	$0.00	$0.00	$0.00	$0.00
0009	113	PIPE LAYER/FITTER	$27,810.00	$0.00	$27,810.00	0	$0.00	$0.00	$27,810.00	$27,810.00	$0.00	$0.00	$0.00	$0.00
0014	113	CONSTRUCTION MANAGER	$45,964.00	$0.00	$45,964.00	0	$0.00	$0.00	$45,964.00	$45,964.00	$0.00	$0.00	$0.00	$0.00
0015	113	EXCAVATOR/HEAVY EQUIPMENT OPI	$43,698.00	$0.00	$43,698.00	0	$0.00	$0.00	$43,698.00	$0.00	$0.00	$0.00	$0.00	$0.00
0016	113	EXCAVATOR/HEAVY EQUIPMENT OPI	$43,698.00	$0.00	$43,698.00	0	$0.00	$0.00	$43,698.00	$43,698.00	$0.00	$0.00	$0.00	$0.00
0017	113	EXCAVATOR - HEAVY EQUIPMENT OI	$43,698.00	$0.00	$43,698.00	0	$0.00	$0.00	$43,698.00	$43,698.00	$300.00	$0.00	$0.00	$0.00
0018	113	TRUCK DRIVER III	$30,503.00	$0.00	$30,503.00	0	$0.00	$0.00	$30,503.00	$0.00	$0.00	$0.00	$0.00	$0.00
0019	113	TRUCK DRIVER III	$30,503.00	$0.00	$30,503.00	0	$0.00	$0.00	$30,503.00	$30,503.00	$0.00	$0.00	$0.00	$0.00
0020	113	TRUCK DRIVER III	$30,503.00	$0.00	$30,503.00	0	$0.00	$0.00	$30,503.00	$0.00	$0.00	$0.00	$0.00	$0.00
0021	113	TRUCK DRIVER III	$30,503.00	$0.00	$30,503.00	0	$0.00	$0.00	$30,503.00	$30,503.00	$0.00	$0.00	$0.00	$0.00
0022	113	TRUCK DRIVER III	$30,503.00	$0.00	$30,503.00	0	$0.00	$0.00	$30,503.00	$0.00	$0.00	$0.00	$0.00	$0.00
0023	113	TRUCK DRIVER III	$30,503.00	$0.00	$30,503.00	0	$0.00	$0.00	$30,503.00	$0.00	$0.00	$0.00	$0.00	$0.00
		APPROVAL TO DELETE THE FOLLOWING FULL TIME POSITION:												
~~0027~~	~~113~~	~~TRUCK DRIVER II~~	~~$30,503.00~~	~~$0.00~~	~~$30,503.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$30,503.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0028	113	TRUCK DRIVER III	$30,503.00	$0.00	$30,503.00	0	$0.00	$0.00	$30,503.00	$30,503.00	$0.00	$0.00	$0.00	$0.00
0030	113	TRUCK DRIVER III	$30,503.00	$0.00	$30,503.00	0	$0.00	$0.00	$30,503.00	$30,503.00	$360.00	$0.00	$0.00	$0.00
0031	113	DIRECTOR OF CONSTRUCTION	$49,955.00	$0.00	$49,955.00	0	$0.00	$0.00	$49,955.00	$49,955.00	$0.00	$0.00	$0.00	$0.00
0032	113	PROGRAM MANAGER	$60,655.00	$0.00	$60,655.00	0	$0.00	$0.00	$60,655.00	$60,655.00	$0.00	$0.00	$0.00	$0.00
0034	113	HEAVY EQ OP II	$0.00	$30,503.00	$30,503.00	0	$0.00	$0.00	$30,503.00	$0.00	$0.00	$0.00	$0.00	$0.00
0035	**113**	**TRUCK DRIVER III**	**$0.00**	**$30,503.00**	**$30,503.00**		**$0.00**	**$0.00**	**$30,503.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
			$743,023.00	$61,006.00	$804,029.00		$0.00	$0.00	$804,029.00	$563,073.00	$1,260.00	$0.00	$0.00	$0.00

APPROVAL OF THE ABOVE HIGHLIGHTED PERSONNEL ACTIONS ARE PENDING CC APPROVAL.

47701

Clothing 119	2014 ACTUAL TOTAL COMPENSATION
$0.00	$53,860.00
$0.00	$41,938.00
$0.00	$41,638.00
$0.00	$32,445.00
$0.00	$27,810.00
$0.00	$45,964.00
$0.00	$0.00
$0.00	$43,698.00
$0.00	$43,998.00
$0.00	$0.00
$0.00	$30,503.00
$0.00	$0.00
$0.00	$30,503.00
$0.00	$0.00
$0.00	$0.00
~~$0.00~~	~~$0.00~~
$0.00	$30,503.00
$0.00	$30,863.00
$0.00	$49,955.00
$0.00	$60,655.00
$0.00	$0.00
$0.00	**$0.00**
$0.00	$564,333.00

HIDALGO COUNTY
COMMISSIONER COURT
2014 SALARY SCHEDULE

4-1223-412-00-080-007-0

DA INVESTIGATION HB65

Slot #	Obj Code	POSITION TITLE	2013 BUDGETED SALARY	2014 ADJUSTED SALARY	2014 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2014 BUDGETED SALARY APPROVED	2014 ACTUAL SALARY	Other Allowanc		
											Longevity 115	Interpet. 116	Supplem. 117
0001	113	ASSISTANT DISTRICT ATTORNEY IV	$12,687.00	$0.00	$12,687.00	0	$0.00	$0.00	$12,687.00	$12,687.00	$0.00	$0.00	$0.00
0020	113	ASSISTANT DISTRICT ATTORNEY III	$11,679.00	$0.00	$11,679.00	0	$0.00	$0.00	$11,679.00	$7,557.00	$0.00	$0.00	$0.00
0023	113	CRIMINAL INVESTIGATOR I	$3,880.00	$0.00	$3,880.00	0	$0.00	$0.00	$3,880.00	$1,880.00	$0.00	$0.00	$0.00
0027	113	HUMAN RESOURCES COORDINATOR IV	$6,354.00	$0.00	$6,354.00	0	$0.00	$0.00	$6,354.00	$6,354.00	$0.00	$0.00	$0.00
0028	113	EXECUTIVE ASSISTANT II	$15,091.00	$0.00	$15,091.00	0	$0.00	$0.00	$15,091.00	$15,091.00	$0.00	$0.00	$0.00
0029	113	EXECUTIVE ASSISTANT I	$6,597.00	$0.00	$6,597.00	0	$0.00	$0.00	$6,597.00	$6,597.00	$0.00	$0.00	$0.00
0030	113	EXECUTIVE ASSISTANT I	$6,136.00	$0.00	$6,136.00	0	$0.00	$0.00	$6,136.00	$6,136.00	$0.00	$0.00	$0.00
0031	113	ADMINISTRATIVE ASSISTANT II	$7,544.00	$0.00	$7,544.00	0	$0.00	$0.00	$7,544.00	$5,006.00	$0.00	$0.00	$0.00
0032	113	EXECUTIVE ASSISTANT I	$6,636.00	$0.00	$6,636.00	0	$0.00	$0.00	$6,636.00	$6,636.00	$0.00	$0.00	$0.00
0033	113	ACCOUNTANT IV	$6,678.00	$0.00	$6,678.00	0	$0.00	$0.00	$6,678.00	$6,678.00	$0.00	$0.00	$0.00
0034	113	ADMINISTRATIVE ASSISTANT IV	$7,194.00	$0.00	$7,194.00	0	$0.00	$0.00	$7,194.00	$7,194.00	$0.00	$0.00	$0.00
0036	113	ADMINISTRATIVE ASSISTANT IV	$7,238.00	$0.00	$7,238.00	0	$0.00	$0.00	$7,238.00	$7,238.00	$0.00	$0.00	$0.00
0037	113	ADMINISTRATIVE ASSISTANT IV	$7,138.00	$0.00	$7,138.00	0	$0.00	$0.00	$7,138.00	$7,138.00	$0.00	$0.00	$0.00
0038	113	ADMINISTRATIVE ASSISTANT IV	$6,391.00	$0.00	$6,391.00	0	$0.00	$0.00	$6,391.00	$6,391.00	$0.00	$0.00	$0.00
0039	113	ADMINISTRATIVE ASSISTANT IV	$6,238.00	$0.00	$6,238.00	0	$0.00	$0.00	$6,238.00	$6,238.00	$0.00	$0.00	$0.00
0040	113	ADMINISTRATIVE ASSISTANT IV	$6,000.00	$0.00	$6,000.00	0	$0.00	$0.00	$6,000.00	$6,000.00	$0.00	$0.00	$0.00
0041	113	ADMINISTRATIVE ASSISTANT III	$6,246.00	$0.00	$6,246.00	0	$0.00	$0.00	$6,246.00	$6,246.00	$0.00	$0.00	$0.00
0042	113	ADMINISTRATIVE ASSISTANT II	$7,183.00	$0.00	$7,183.00	0	$0.00	$0.00	$7,183.00	$7,183.00	$0.00	$0.00	$0.00
0043	113	ADMINISTRATIVE ASSISTANT III	$6,141.00	$0.00	$6,141.00	0	$0.00	$0.00	$6,141.00	$6,141.00	$0.00	$0.00	$0.00
0044	113	ADMINISTRATIVE ASSISTANT II	$5,644.00	$0.00	$5,644.00	0	$0.00	$0.00	$5,644.00	$5,644.00	$0.00	$0.00	$0.00
0045	113	ADMINISTRATIVE ASSISTANT II	$6,150.00	$0.00	$6,150.00	0	$0.00	$0.00	$6,150.00	$5,537.00	$0.00	$0.00	$0.00
0047	113	ADMINISTRATIVE ASSISTANT I	$9,374.00	$0.00	$9,374.00	0	$0.00	$0.00	$9,374.00	$9,374.00	$0.00	$0.00	$0.00
0048	113	ADMINISTRATIVE ASSISTANT II	$7,747.00	$0.00	$7,747.00	0	$0.00	$0.00	$7,747.00	$0.00	$0.00	$0.00	$0.00
0049	113	ADMINISTRATIVE ASSISTANT II	$4,088.00	$0.00	$4,088.00	0	$0.00	$0.00	$4,088.00	$4,088.00	$0.00	$0.00	$0.00
0050	113	ADMINISTRATIVE ASSISTANT II	$5,683.00	$0.00	$5,683.00	0	$0.00	$0.00	$5,683.00	$5,183.00	$0.00	$0.00	$0.00
0052	113	ADMINISTRATIVE ASSISTANT II	$7,183.00	$0.00	$7,183.00	0	$0.00	$0.00	$7,183.00	$7,032.00	$0.00	$0.00	$0.00
0053	113	ADMINISTRATIVE ASSISTANT II	$6,101.00	$0.00	$6,101.00	0	$0.00	$0.00	$6,101.00	$6,101.00	$0.00	$0.00	$0.00
0062	113	ASSISTANT DISTRICT ATTORNEY III	$11,276.00	$0.00	$11,276.00	0	$0.00	$0.00	$11,276.00	$11,276.00	$0.00	$0.00	$0.00
0066	113	ASSISTANT DISTRICT ATTORNEY II	$4,466.00	$0.00	$4,466.00	0	$0.00	$3,000.00	$7,466.00	$7,466.00	$0.00	$0.00	$0.00
0071	113	ASSISTANT DISTRICT ATTORNEY III	$14,744.00	$0.00	$14,744.00	0	$0.00	$0.00	$14,744.00	$14,744.00	$0.00	$0.00	$0.00
0082	113	ADMINISTRATIVE ASSISTANT II	$2,000.00	$0.00	$2,000.00	0	$0.00	$0.00	$2,000.00	$1,906.00	$0.00	$0.00	$0.00
0083	113	ADMINISTRATIVE ASSISTANT I	$3,697.00	$0.00	$3,697.00	0	$0.00	$0.00	$3,697.00	$3,697.00	$0.00	$0.00	$0.00
0084	113	ADMINISTRATIVE ASSISTANT I	$3,697.00	$0.00	$3,697.00	0	$0.00	$0.00	$3,697.00	$1,697.00	$0.00	$0.00	$0.00
0085	113	ADMINISTRATIVE ASSISTANT I	$5,913.00	$0.00	$5,913.00	0	$0.00	$0.00	$5,913.00	$5,913.00	$0.00	$0.00	$0.00
0086	113	ADMINISTRATIVE ASSISTANT I	$3,697.00	$0.00	$3,697.00	0	$0.00	$0.00	$3,697.00	$1,697.00	$0.00	$0.00	$0.00
0087	113	ADMINISTRATIVE ASSISTANT I	$4,913.00	$0.00	$4,913.00	0	$0.00	$0.00	$4,913.00	$4,913.00	$0.00	$0.00	$0.00
0088	113	ADMINISTRATIVE ASSISTANT I	$3,697.00	$0.00	$3,697.00	0	$0.00	$0.00	$3,697.00	$1,697.00	$0.00	$0.00	$0.00
0089	113	ADMINISTRATIVE ASSISTANT I	$4,913.00	$0.00	$4,913.00	0	$0.00	$0.00	$4,913.00	$4,913.00	$0.00	$0.00	$0.00
0090	113	ADMINISTRATIVE ASSISTANT I	$3,697.00	$0.00	$3,697.00	0	$0.00	$0.00	$3,697.00	$1,697.00	$0.00	$0.00	$0.00
0091	113	ADMINISTRATIVE ASSISTANT I	$3,340.00	$0.00	$3,340.00	0	$0.00	$0.00	$3,340.00	$3,340.00	$0.00	$0.00	$0.00
0092	113	ADMINISTRATIVE ASSISTANT II	$1,500.00	$0.00	$1,500.00	0	$0.00	$0.00	$1,500.00	$1,500.00	$0.00	$0.00	$0.00
0093	113	ADMINISTRATIVE ASSISTANT I	$1,913.00	$0.00	$1,913.00	0	$0.00	$0.00	$1,913.00	$0.00	$0.00	$0.00	$0.00
0101	114	INTAKE CLERK	$0.00	$33,280.00	$33,280.00	0	$0.00	$0.00	$33,280.00	$26,624.00	$0.00	$0.00	$0.00
T102	122	CLERK I	$0.00	$3,456.00	$3,456.00	0	$0.00	$0.00	$3,456.00	$3,456.00	$0.00	$0.00	$0.00
T103	122	CLERK I	$0.00	$3,456.00	$3,456.00	0	$0.00	$0.00	$3,456.00	$3,456.00	$0.00	$0.00	$0.00
T104	122	CLERK I	$0.00	$3,456.00	$3,456.00	0	$0.00	$0.00	$3,456.00	$3,456.00	$0.00	$0.00	$0.00
T105	122	CLERK I	$0.00	$3,456.00	$3,456.00	0	$0.00	$0.00	$3,456.00	$3,456.00	$0.00	$0.00	$0.00
T106	122	CLERK I	$0.00	$3,456.00	$3,456.00	0	$0.00	$0.00	$3,456.00	$3,456.00	$0.00	$0.00	$0.00
		APPROVAL TO EXTEND THE FOLLOWING TEMPORARY POSITIONS; NOT TO EXCEED SIX (6) MONTHS. (FROM 7/1/2014 TO 12/30/2014)											
T107	**122**	**CLERK IV**	**$0.00**	**$8,320.00**	**$8,320.00**	**0**	**$0.00**	**$0.00**	**$8,320.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
T108	**122**	**CRIMINAL INVESTIGATOR I**	**$0.00**	**$5,999.00**	**$5,999.00**	**0**	**$0.00**	**$0.00**	**$5,999.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
0109	113	ASSISTANT DISTRICT ATTORNEY II	$0.00	$0.00	$0.00	0	$0.00	$3,000.00	$3,000.00	$3,000.00	$0.00	$0.00	$0.00
0110	113	ASSISTANT DISTRICT ATTORNEY II	$0.00	$0.00	$0.00	0	$0.00	$3,000.00	$3,000.00	$3,000.00	$0.00	$0.00	$0.00
0111	113	ASSISTANT DISTRICT ATTORNEY II	$0.00	$0.00	$0.00	0	$0.00	$3,000.00	$3,000.00	$3,000.00	$0.00	$0.00	$0.00
0112	113	ASSISTANT DISTRICT ATTORNEY II	$0.00	$0.00	$0.00	0	$0.00	$3,000.00	$3,000.00	$3,000.00	$0.00	$0.00	$0.00
0113	113	ASSISTANT DISTRICT ATTORNEY II	$0.00	$0.00	$0.00	0	$0.00	$3,000.00	$3,000.00	$3,000.00	$0.00	$0.00	$0.00
0114	113	ASSISTANT DISTRICT ATTORNEY II	$0.00	$0.00	$0.00	0	$0.00	$3,000.00	$3,000.00	$0.00	$0.00	$0.00	$0.00
0115	113	ASSISTANT DISTRICT ATTORNEY II	$0.00	$0.00	$0.00	0	$0.00	$3,000.00	$3,000.00	$0.00	$0.00	$0.00	$0.00
0116	113	ASSISTANT DISTRICT ATTORNEY II	$0.00	$0.00	$0.00	0	$0.00	$3,000.00	$3,000.00	$3,000.00	$0.00	$0.00	$0.00
0117	113	ASSISTANT DISTRICT ATTORNEY II	$0.00	$0.00	$0.00	0	$0.00	$3,000.00	$3,000.00	$3,000.00	$0.00	$0.00	$0.00
0118	113	ASSISTANT DISTRICT ATTORNEY II	$0.00	$0.00	$0.00	0	$0.00	$3,000.00	$3,000.00	$3,000.00	$0.00	$0.00	$0.00
0119	113	ACCOUNTANT III	$0.00	$6,991.00	$6,991.00	0	$0.00	$0.00	$6,991.00	$0.00	$0.00	$0.00	$0.00
T120	122	CLERK I	$0.00	$3,460.00	$3,460.00	0	$0.00	$0.00	$3,460.00	$3,460.00	$0.00	$0.00	$0.00
T121	122	CLERK I	$0.00	$3,460.00	$3,460.00	0	$0.00	$0.00	$3,460.00	$3,460.00	$0.00	$0.00	$0.00
T122	122	CLERK I	$0.00	$3,460.00	$3,460.00	0	$0.00	$0.00	$3,460.00	$3,460.00	$0.00	$0.00	$0.00

T123	122	CLERK I	$0.00	$3,460.00	$3,460.00	0	$0.00	$0.00	$3,460.00	$3,460.00	$0.00	$0.00	$0.00
T124	122	CLERK I	$0.00	$3,460.00	$3,460.00	0	$0.00	$0.00	$3,460.00	$3,460.00	$0.00	$0.00	$0.00
			$268,484.00	$89,170.00	$357,654.00		$0.00	$33,000.00	$390,654.00	$329,010.00	$0.00	$0.00	$0.00

APPROVAL OF THE ABOVE HIGHLIGHTED PERSONNEL ACTIONS ARE PENDING CC APPROVAL.

AI - 45366

es		2014 ACTUAL TOTAL COMPENSATION
Auto A. 118	Clothing 119	
$0.00	$0.00	$12,687.00
$0.00	$0.00	$7,557.00
$0.00	$0.00	$1,880.00
$0.00	$0.00	$6,354.00
$0.00	$0.00	$15,091.00
$0.00	$0.00	$6,597.00
$0.00	$0.00	$6,136.00
$0.00	$0.00	$5,006.00
$0.00	$0.00	$6,636.00
$0.00	$0.00	$6,678.00
$0.00	$0.00	$7,194.00
$0.00	$0.00	$7,238.00
$0.00	$0.00	$7,138.00
$0.00	$0.00	$6,391.00
$0.00	$0.00	$6,238.00
$0.00	$0.00	$6,000.00
$0.00	$0.00	$6,246.00
$0.00	$0.00	$7,183.00
$0.00	$0.00	$6,141.00
$0.00	$0.00	$5,644.00
$0.00	$0.00	$5,537.00
$0.00	$0.00	$9,374.00
$0.00	$0.00	$0.00
$0.00	$0.00	$4,088.00
$0.00	$0.00	$5,183.00
$0.00	$0.00	$7,032.00
$0.00	$0.00	$6,101.00
$0.00	$0.00	$11,276.00
$0.00	$0.00	$7,466.00
$0.00	$0.00	$14,744.00
$0.00	$0.00	$1,906.00
$0.00	$0.00	$3,697.00
$0.00	$0.00	$1,697.00
$0.00	$0.00	$5,913.00
$0.00	$0.00	$1,697.00
$0.00	$0.00	$4,913.00
$0.00	$0.00	$1,697.00
$0.00	$0.00	$4,913.00
$0.00	$0.00	$1,697.00
$0.00	$0.00	$3,340.00
$0.00	$0.00	$1,500.00
$0.00	$0.00	$0.00
$0.00	$0.00	$26,624.00
$0.00	$0.00	$3,456.00
$0.00	$0.00	$3,456.00
$0.00	$0.00	$3,456.00
$0.00	$0.00	$3,456.00
$0.00	$0.00	$3,456.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$3,000.00
$0.00	$0.00	$3,000.00
$0.00	$0.00	$3,000.00
$0.00	$0.00	$3,000.00
$0.00	$0.00	$3,000.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$3,000.00
$0.00	$0.00	$3,000.00
$0.00	$0.00	$3,000.00
$0.00	$0.00	$0.00
$0.00	$0.00	$3,460.00
$0.00	$0.00	$3,460.00
$0.00	$0.00	$3,460.00

$0.00	$0.00	$3,460.00
$0.00	$0.00	$3,460.00
$0.00	$0.00	$329,010.00

HIDALGO COUNTY
COMMISSIONER COURT
2015 SALARY SCHEDULE

5-1200-431-00-124-036-0

Pct 4 Drain Imprv PRG

Slot #	Obj Code	POSITION TITLE	2014 BUDGETED SALARY	2015 ADJUSTED SALARY	2015 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2015 BUDGETED SALARY APPROVED	2015 ACTUAL SALARY	Other Allowanc		
											Longevity 115	Interpet. 116	Supplem. 117
0001	113	DIRECTOR OF OPERATIONS	$67,800.00	$0.00	$67,800.00	0	$0.00	$0.00	$67,800.00	$0.00	$360.00	$0.00	$0.00
0003	113	EXCAVATOR- HEAVY EQUIP OP	$41,638.00	$0.00	$41,638.00	0	$0.00	$0.00	$41,638.00	$0.00	$360.00	$0.00	$0.00
0004	113	HEAVY EQUIP OP	$41,638.00	$0.00	$41,638.00	0	$0.00	$0.00	$41,638.00	$0.00	$300.00	$0.00	$0.00
0005	113	HEAVY EQUIPMENT OPERATOR	$32,445.00	$0.00	$32,445.00	0	$0.00	$0.00	$32,445.00	$0.00	$0.00	$0.00	$0.00
0009	113	PIPE LAYER/FITTER	$27,810.00	$0.00	$27,810.00	0	$0.00	$0.00	$27,810.00	$0.00	$0.00	$0.00	$0.00
0014	113	CONSTRUCTION MANAGER	$45,964.00	$0.00	$45,964.00	0	$0.00	$0.00	$45,964.00	$0.00	$300.00	$0.00	$0.00
0016	113	EXCAVATOR/HEAVY EQUIPMENT OPERATOR	$43,698.00	$0.00	$43,698.00	0	$0.00	$0.00	$43,698.00	$0.00	$300.00	$0.00	$0.00
0017	113	EXCAVATOR - HEAVY EQUIPMENT OPERATOR	$43,698.00	$0.00	$43,698.00	0	$0.00	$0.00	$43,698.00	$0.00	$360.00	$0.00	$0.00
0018	113	TRUCK DRIVER III	$30,503.00	$0.00	$30,503.00	0	$0.00	$0.00	$30,503.00	$0.00	$0.00	$0.00	$0.00
0019	113	TRUCK DRIVER III	$30,503.00	$0.00	$30,503.00	0	$0.00	$0.00	$30,503.00	$0.00	$300.00	$0.00	$0.00
0020	113	TRUCK DRIVER III	$30,503.00	$0.00	$30,503.00	0	$0.00	$0.00	$30,503.00	$0.00	$300.00	$0.00	$0.00
0021	113	TRUCK DRIVER III	$30,503.00	$0.00	$30,503.00	0	$0.00	$0.00	$30,503.00	$0.00	$0.00	$0.00	$0.00
0022	113	TRUCK DRIVER III	$30,503.00	$0.00	$30,503.00	0	$0.00	$0.00	$30,503.00	$0.00	$0.00	$0.00	$0.00
0023	113	TRUCK DRIVER III	$30,503.00	$0.00	$30,503.00	0	$0.00	$0.00	$30,503.00	$0.00	$0.00	$0.00	$0.00
		APPROVAL TO DELETE THE FOLLOWING FULL TIME POSITION (REF AI-47701):											
~~0027~~	~~113~~	~~TRUCK DRIVER II~~	~~$30,503.00~~	~~$0.00~~	~~$30,503.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$30,503.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0028	113	TRUCK DRIVER III	$30,503.00	$0.00	$30,503.00	0	$0.00	$0.00	$30,503.00	$0.00	$0.00	$0.00	$0.00
0030	113	TRUCK DRIVER III	$30,503.00	$0.00	$30,503.00	0	$0.00	$0.00	$30,503.00	$0.00	$420.00	$0.00	$0.00
0031	113	DIRECTOR OF CONSTRUCTION	$49,955.00	$0.00	$49,955.00	0	$0.00	$0.00	$49,955.00	$0.00	$0.00	$0.00	$0.00
0032	113	PROGRAM MANAGER	$60,655.00	$0.00	$60,655.00	0	$0.00	$0.00	$60,655.00	$0.00	$300.00	$0.00	$0.00
		APPROVAL TO DELETE THE FOLLOWING FULL TIME POSITION:											
~~0033~~	~~113~~	~~MAINTENANCE V~~	~~$30,503.00~~	~~$0.00~~	~~$30,503.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$30,503.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
		APPROVAL TO CREATE THE FOLLOWING FULL TIME POSITION:											
0034	**113**	**HEAVY EQUIPMENT OPERATOR II**	**$0.00**	**$30,503.00**	**$30,503.00**	**0**	**$0.00**	**$0.00**	**$30,503.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
		APPROVAL TO CREATE THE FOLLOWING FULL TIME POSITION (REF AI-47701):											
0035	**113**	**TRUCK DRIVER III**	**$0.00**	**$30,503.00**	**$30,503.00**	**0**	**$0.00**	**$0.00**	**$30,503.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
			$699,325.00	$61,006.00	$760,331.00		$0.00	$0.00	$760,331.00	$0.00	$3,300.00	$0.00	$0.00

APPROVAL OF THE ABOVE HIGHLIGHTED PERSONNEL ACTIONS ARE PENDING CC APPROVAL.

AI - 47669

es		2015 ACTUAL TOTAL COMPENSATION
Auto A. 118	Clothing 119	
$0.00	$0.00	$360.00
$0.00	$0.00	$360.00
$0.00	$0.00	$300.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$300.00
$0.00	$0.00	$300.00
$0.00	$0.00	$360.00
$0.00	$0.00	$0.00
$0.00	$0.00	$300.00
$0.00	$0.00	$300.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
~~$0.00~~	~~$0.00~~	~~$0.00~~
$0.00	$0.00	$0.00
$0.00	$0.00	$420.00
$0.00	$0.00	$0.00
$0.00	$0.00	$300.00
~~$0.00~~	~~$0.00~~	~~$0.00~~
$0.00	**$0.00**	**$0.00**
$0.00	**$0.00**	**$0.00**
$0.00	$0.00	$3,300.00

AI -47645 **District Attorney** **10. A.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Nelda Olivarez, HIDTA

Department: HIDTA

Information

CAPTION

HIDTA Chapter 59 Asset Forfeiture (1251):
1. Approval of 2015 HIDTA Chapter 59 Asset Forfeiture Fund Budget (1251).
2. Approval of appropriation of the HIDTA Chapter 59 Asset Forfeiture funds.

HIDTA US Treasury Asset Forfeiture (1252):
1. Approval of 2015 HIDTA US Treasury Asset Forfeiture Fund Budget (1252)
2. Approval of appropriation of the HIDTA US Treasury Asset Forfeiture funds.

HIDTA US Justice Asset Forfeiture (1254):
1. Approval of 2015 HIDTA US Justice Asset Forfeiture Fund Budget (1254).
2. Approval of appropriation of the HIDTA US Justice Asset Forfeiture funds.
3. Authorization and approval for the Hidalgo County HIDTA Task Force Investigators to be paid instead of banking extra-duty hours from January 1, 2015 - December 31, 2015.

HIDTA TASK FORCE (1291)/ HIDTA Chapter 59 Asset Forfeiture (1251):
1. Approval of personnel actions as listed on exhibit "A", effective 01/01/2015.
2. Approval of revised salary schedules.

BACKGROUND

The Hidalgo County Personnel Policy Manual stated that "Upon approval of the Governing Authority,
wages for extra hours or overtime hours may be paid in cash and included in the employee's pay check for
the work period in which the extra hours or overtime hours occurred or in the pay check following such
work period"

Extra-Duty Hours such as straight time and overtime, as per availability of funds.

Fiscal Impact

Attachments

HIDTA Chapter 59 Budget
HIDTA Chapter 59 Salary Schedule
HIDTA Treasury Budget
HIDTA Justice Budget
HIDTA Justice Overtime Schedule
1
2
3
4

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/11/2014 01:20 PM
Human Resources	Diana Munoz	12/12/2014 08:46 AM
Rosalinda Cantu	Rosie Cantu	12/12/2014 06:16 PM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Nelda Olivarez		Started On: 12/03/2014 04:01 PM
Final Approval Date: 12/12/2014		

DATE: December 3, 2014

DEPARTMENT HEAD: Rene Guerra,Criminal District Attorney

DEPARTMENT NAME: HIDTA Task Force

ACCOUNT NUMBER: Expenditure - 1251-412-00-270-11-0-xxx **(Chapter 59 Asset Forfeiture Funds)**

SUBJECT: Budget Amendments (Increases) in Accordance with V.A.C.S., Articles 689a-11,1666a and 1666b

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with V.A.C.S., Pursuant to Article 689a-11, 1666a, 1666b:

INCREASE OBJECT NUMBER(S)		ACCOUNT (OBJECT) NAME		INCREASE (DECREASE)
5-1251-412-00-270-011-0-	113	Full - time Employees	$	55,000.00
5-1251-412-00-270-011-0	115	Longevity pay		400.00
5-1251-412-00-270-011-0	211	Health Insurance		5,000.00
5-1251-412-00-270-011-0	212	Life Insurance		100.00
5-1251-412-00-270-011-0	220	FICA / Social Security Contributions		5,000.00
5-1251-412-00-270-011-0	230	Retirement		25,000.00
5-1251-412-00-270-011-0	250	Unemployment Compensation		500.00
5-1251-412-00-270-011-0	260	Workers' Compensation		2,000.00
		TOTAL APPROPRIATIONS	**$**	**93,000.00**

There are no areas in my current budget to reduce in order to fund the above mentioned item(s).

_____ ___/___/___ _____

APPROVED BY COMMISSIONER'S COURT — DATE — DEPARTMENT HEAD SIGNATURE

_____

ATTEST BY COUNTY CLERK

HIDALGO COUNTY
HIDTA TASK FORCE
2015 SALARY SCHEDULE

SLOT NUMBER	POSITION	2014 APPROVED SALARY	2015 SALARY INCREASE	2015 PROJECTED SALARY	PERCENTAGE GRANT	PERCENTAGE FORFEIT	FY 2015 WAGES GRANT (1291)	FY 2015 WAGES FORFEIT (1251)	$60.00 Total Longevity	LONGEVITY PAY GRANT (1291)	LONGEVITY PAY FORFEIT (1251)
G001	Commander	80,000.00	0.00	80,000.00	100.00000%	0.00000%	80,000.00	0.00	1,020.00	1,020.00	0.00
G003	Criminal Investigator I	53,000.00	3,000.00	56,000.00	95.00000%	5.00000%	53,000.00	3,000.00	1,080.00	1,026.00	54.00
G004	Criminal Investigator II	55,000.00	3,000.00	58,000.00	91.00000%	9.00000%	50,000.00	8,000.00	720.00	655.20	64.80
G006	Criminal Investigator II	57,000.00	3,000.00	60,000.00	83.00000%	17.00000%	50,000.00	10,000.00	420.00	348.60	71.40
G008	Assistant Commander	66,000.00	4,000.00	70,000.00	100.00000%	0.00000%	66,000.00	4,000.00	540.00	540.00	0.00
G009	Accountant III	53,885.00	2,115.00	56,000.00	96.00000%	4.00000%	53,885.00	2,115.00	1,020.00	979.20	40.80
G010	Intelligence Research Specialist	34,917.00	2,083.00	37,000.00	94.00000%	6.00000%	34,917.00	2,083.00	420.00	360.00	60.00
G011	Administrative Assistant IV	42,000.00	2,000.00	44,000.00	95.00000%	5.00000%	42,000.00	2,000.00	960.00	912.00	48.00
G013	Criminal Investigator II	55,000.00	3,000.00	58,000.00	96.00000%	4.00000%	50,000.00	8,000.00	300.00	288.00	12.00
G014	Criminal Investigator III	62,000.00	3,000.00	65,000.00	90.00000%	10.00000%	50,000.00	15,000.00	0.00	0.00	0.00
	TOTAL	***558,802.00***	***25,198.00***	**584,000.00**			**529,802.00**	**54,198.00**	**6,480.00**	**6,129.00**	**351.00**

DATE: December 03,2014

DEPARTMENT HEAD: Rene Guerra,Criminal District Attorney

DEPARTMENT NAME: HIDTA Task Force

ACCOUNT NUMBER: Expenditure - 1252-412-00-270-012-0-XXX (**US Dept of Treasury Funds**)

SUBJECT: Budget Amendments (Increases) in Accordance with V.A.C.S., Articles 689a-11,1666a and 1666b

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with V.A.C.S., Pursuant to Article 689a-11, 1666a, 1666b:

INCREASE OBJECT NUMBER(S)		ACCOUNT (OBJECT) NAME	INCREASE (DECREASE)
5-1252-412-00-270-012-0-	336	Computer Services	5,000.00
5-1252-412-00-270-012-0-	339	Other Professional Services	5,000.00
5-1252-412-00-270-012-0-	342	Information and Credit Services	15,000.00
5-1252-412-00-270-012-0-	346	Hauling & Freight	1,500.00
5-1252-412-00-270-012-0-	350	Other Services	1,000.00
5-1252-412-00-270-012-0-	411	Water/Sewerage	5,000.00
5-1252-412-00-270-012-0-	413	Surveillance and Security	2,000.00
5-1252-412-00-270-012-0-	421	Disposal	2,000.00
5-1252-412-00-270-012-0-	423	Custodial Service	6,500.00
5-1252-412-00-270-012-0-	431	Repair & Maintenance Service-Buildings	2,000.00
5-1252-412-00-270-012-0-	432	Repair & Maintenance Service-Equip & Vehicles	27,000.00
5-1252-412-00-270-012-0-	439	Repair & Maintenance Service-Other	1,000.00
5-1252-412-00-270-012-0-	441	Rental of Land and Building	10,000.00
5-1252-412-00-270-012-0-	442	Rental of Equipment and Vehicle	4,000.00
5-1252-412-00-270-012-0-	521	Bldg Insurance	2,000.00
5-1252-412-00-270-012-0-	522	Liability Insurance - Vehicle	4,000.00
5-1252-412-00-270-012-0-	523	Public Official Insurance	4,500.00
5-1252-412-00-270-012-0-	524	Other Insurance	5,000.00
5-1252-412-00-270-012-0-	525	Claims and Judgments covered by Insurance	10,000.00
5-1252-412-00-270-012-0-	531	Telephone	6,500.00
5-1252-412-00-270-012-0-	532	Mobile Phone	15,000.00
5-1252-412-00-270-012-0-	534	Internet Service	4,000.00
5-1252-412-00-270-012-0-	535	Postage and Express Mail Charges	2,000.00
5-1252-412-00-270-012-0-	540	Advertising	5,000.00
5-1252-412-00-270-012-0-	550	Printing	3,000.00
5-1252-412-00-270-012-0-	583	Travel -out of county/Training	15,000.00
5-1252-412-00-270-012-0-	584	Travel Registration fees	10,000.00
5-1252-412-00-270-012-0-	585	Travel-Non Employee	5,000.00

5-1252-412-00-270-012-0-	601	Office Supplies	25,000.00
5-1252-412-00-270-012-0-	603	Education/Instruction	5,000.00
5-1252-412-00-270-012-0-	604	Medical & Lab Supplies	1,000.00
5-1252-412-00-270-012-0-	611	Police & Camera Supplies	10,000.00
5-1252-412-00-270-012-0-	613	Safety Supplies	3,000.00
5-1252-412-00-270-012-0-	619	Other Misc Supplies	3,000.00
5-1252-412-00-270-012-0-	622	Electricity	13,000.00
5-1252-412-00-270-012-0-	626	Vehicle Gasoline	35,000.00
5-1252-412-00-270-012-0-	631	Bottled Water	1,000.00
5-1252-412-00-270-012-0-	640	Books & Periodicals	1,000.00
5-1252-412-00-270-012-0-	661	Minor Office Furn & Equipment	5,000.00
5-1252-412-00-270-012-0-	664	Other Minor Equipment	2,000.00
5-1252-412-00-270-012-0-	665	Minor Computer Equip	2,000.00
5-1252-412-00-270-012-0-	667	Minor software	2,000.00
5-1252-412-00-270-012-0-	668	Police Weapons	5,000.00
5-1252-412-00-270-012-0-	671	Repair and Maintenance Supplies-Buildings	2,000.00
5-1252-412-00-270-012-0-	672	Repair and Maintenance Supplies-Equipment	5,000.00
5-1252-412-00-270-012-0-	679	Repair and Maintenance-Other	1,000.00
5-1252-412-00-270-012-0-	745	Computer Equipment	10,000.00
5-1252-412-00-270-012-0-	747	Software	5,000.00
5-1252-412-00-270-012-0-	748	Other Equipment	11,000.00
5-1252-412-00-270-012-0-	810	Dues and Memberships	3,000.00
5-1252-412-00-270-012-0-	811	Licenses and Permits	2,000.00
5-1252-412-00-270-012-0-	812	Software License Renewals	2,000.00
5-1252-412-00-270-012-0-	831	Court Costs and Investigation	11,000.00
5-1252-412-00-270-012-0-	841	Aid to Governmental Agencies	10,000.00
5-1252-412-00-270-012-0-	855	Late Fees,	2,000.00
5-1252-412-00-270-012-0-	890	Other	100,000.00
		TOTAL APPROPRIATIONS	$ 455,000.00

TO APPROPRIATE THE HIDALGO COUNTY HIDTA U.S. DEPARTMENT OF TREASURY ASSET FORFEITURE FUNDS

There are no areas in my current budget to reduce in order to fund the above mentioned item(s).

APPROVED BY COMMISSIONER'S COURT

___/___/___ DATE

DEPARTMENT HEAD SIGNATURE

ATTEST BY COUNTY CLERK

DATE: December 3, 2014

DEPARTMENT HEAD: Rene Guerra,Criminal District Attorney

DEPARTMENT NAME: HIDTA Task Force

ACCOUNT NUMBER: Expenditure - 1254-412-00-270-014-0-XXX (**US Dept of Justice Funds)**

SUBJECT: Budget Amendments (Increases) in Accordance with V.A.C.S., Articles 689a-11,1666a and 1666b

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with V.A.C.S., Pursuant to Article 689a-11, 1666a, 1666b:

INCREASE OBJECT NUMBER(S)		ACCOUNT (OBJECT) NAME		INCREASE (DECREASE)
5-1254-412-00-270-014-0	131	Overtime	$	90,000.00
5-1254-412-00-270-014-0	220	FICA / Social Security Contributions		7,000.00
5-1254-412-00-270-014-0	230	Retirement		10,000.00
5-1254-412-00-270-014-0	250	Unemployment Compensation		1,000.00
5-1254-412-00-270-014-0	260	Workers' Compensation		4,000.00
5-1254-412-00-270-014-0	342	Info & Credit Service		1,000.00
5-1254-412-00-270-014-0	531	Telepone		1,000.00
5-1254-412-00-270-014-0	780	Capital Leases		1,000.00
		TOTAL APPROPRIATIONS	$	115,000.00
5-1254-412-00-270-014-0-	xxx	**HIDTA TASK FORCE US JUSTICE FUNDS**	$	115,000.00

TO APPROPRIATE THE HIDALGO COUNTY HIDTA U.S. DEPARTMENT OF JUSTICE ASSET FORFEITURE FUNDS

There are no areas in my current budget to reduce in order to fund the above mentioned item(s).

_____ __/__/__ _____

APPROVED BY COMMISSIONER'S COURT — DATE — DEPARTMENT HEAD SIGNATURE

_____

ATTEST BY COUNTY CLERK

DATE December 3, 2014
DEPARTMENT HIDTA TASK FORCE
ACCOUNT **1254-412-00-270-014-0-xxx (US JUSTICE)**

SLOT NUMBER	EMPLOYEE NUMBER	POSITION	2015 BUDGETED OVERTIME	FRINGES BENEFIT COMPENSATION RATES			
				FICA 7.65%	Retirement 10.63%	Workers' Comp 0.60%	Unemployment 3.12%
G003	037524	Criminal Investigator I	10,000.00	765.00	1,063.00	60.00	312.00
G004	121193	Criminal Investigator II	10,000.00	765.00	1,063.00	60.00	312.00
G006	153818	Criminal Investigator II	10,000.00	765.00	1,063.00	60.00	312.00
G008	072192	Assistant Commander	10,000.00	765.00	1,063.00	60.00	312.00
G013	175145	Criminal Investigator II	10,000.00	765.00	1,063.00	60.00	312.00
G014	149098	Criminal Investigator III	10,000.00	765.00	1,063.00	60.00	312.00
G020	087319	Deputy Constable Step II	10,000.00	765.00	1,063.00	60.00	312.00
G022	141917	DA Criminal Investgator	10,000.00	765.00	1,063.00	60.00	312.00
	195790	DA Criminal Investgator	10,000.00	765.00	1,063.00	60.00	312.00
		TOTAL	**$ 90,000.00**	**$ 6,885.00**	**$ 9,567.00**	**$ 540.00**	**$ 2,808.00**

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
DEC 04 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HIDTA TASK FORCE (270-003)
HIDTA CHAPTER 59 (270-011)

DATE: 12/3/2014

CURRENT POSITION TITLE: CRIMINAL INVESTIGATOR I

CURRENT SLOT #: 270-003-G003
270-011-~~G003~~ G025 RC

REQUESTED POSITION TITLE: CRIMINAL INVESTIGATOR I

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other SALARY INCREASE

* Civil Service Positions are submitted to the Civil Service Commission.

Create cost allocation sheet. RC

POSITION SALARY REQUEST:

HIDTA TASK FORCE (270-003)

Salary Amount:

$ 53,000.00	$ 53,000.00	$ 0.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

HIDTA CHAPTER 59 (270-011)

Salary Amount:

$ 0.00	$ 3,000.00	$ 3,000.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:
Exempt [X]
Non-Exempt [ ]
N/A [ ]

FLSA:
Exempt [ ]
Non-Exempt [X]

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

MERIT INCREASE

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR	12.12.14 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/15/2014 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
DEC 04 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HIDTA TASK FORCE (270-003)
HIDTA CHAPTER 59 (270-011)

DATE: 12/3/2014

CURRENT POSITION TITLE: CRIMINAL INVESTIGATOR II

CURRENT SLOT #: 270-003-G004
270-011-G004

REQUESTED POSITION TITLE: CRIMINAL INVESTIGATOR II

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other SALARY INCREASE

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

HIDTA TASK FORCE (270-003)

Salary Amount:

$ 50,000.00	$ 50,000.00	$ 0.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

HIDTA CHAPTER 59 (270-011)

Salary Amount:

$ 5,000.00	$ 8,000.00	$ 3,000.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:
Exempt [X]
Non-Exempt [ ]
N/A [ ]

FLSA:
Exempt [ ]
Non-Exempt [X]

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

MERIT INCREASE

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Felice Guerra by	12/4/2014	FUNDING AVAILABLE IN DEPT. BUDGET	X	YES		NO
	DEPARTMENT HEAD	Date					
2.	Esther A. Cortez by Lyssia Rios	12.12.14	PERSONNEL PROCEDURES COMPLETED	✓	YES		NO
	HUMAN RESOURCES DIRECTOR	Date					
3.		12-15-2014	BUDGET PROCEDURES COMPLETED	✓	YES		NO
	DEPARTMENT OF BUDGET & MANAGEMENT	Date					
4.							
	COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
DEC 04 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HIDTA TASK FORCE (270-003)
HIDTA CHAPTER 59 (270-011)

DATE: 12/3/2014

CURRENT POSITION TITLE: CRIMINAL INVESTIGATOR II

CURRENT SLOT #: 270-003-G006
270-011-G006

REQUESTED POSITION TITLE: CRIMINAL INVESTIGATOR II

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other SALARY INCREASE

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

HIDTA TASK FORCE (270-003)

Salary Amount:

$ 50,000.00	$ 50,000.00	$ 0.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

HIDTA CHAPTER 59 (270-011)

Salary Amount:

$ 7,000.00	$ 10,000.00	$ 3,000.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:
Exempt [X]
Non-Exempt [ ]
N/A [ ]

FLSA:
Exempt [ ]
Non-Exempt [X]

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

MERIT INCREASE

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR	Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
DEC 04 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HIDTA TASK FORCE (270-003)
HIDTA CHAPTER 59 (270-011)

DATE: 12/3/2014

CURRENT POSITION TITLE: ASSISTANT COMMANDER

CURRENT SLOT #: 270-003-G008
270-011-~~G008~~ G024

REQUESTED POSITION TITLE: ASSISTANT COMMANDER

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other SALARY INCREASE

create cost allocation slot. fc

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

HIDTA TASK FORCE (270-003)

Salary Amount:

$ 66,000.00	$ 66,000.00	$ 0.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

HIDTA CHAPTER 59 (270-011)

Salary Amount:

$ 0.00	$ 4,000.00	$ 4,000.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:
Exempt [X]
Non-Exempt [ ]
N/A [ ]

FLSA:
Exempt [ ]
Non-Exempt [X]

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

MERIT INCREASE

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Irene Guerra by [signature] DEPARTMENT HEAD	12/4/2014 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	Esther A. Cortez by Sylvia Rios HUMAN RESOURCES DIRECTOR	12.12.14 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ] NO
3.	[signature] DEPARTMENT OF BUDGET & MANAGEMENT	12-15-2014 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

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HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HIDTA TASK FORCE (270-003)
HIDTA CHAPTER 59 (270-011)

DATE: 12/3/2014

CURRENT POSITION TITLE: ACCOUNTANT III

CURRENT SLOT #: 270-003-G009
270-011-~~G009~~ G027 RC

REQUESTED POSITION TITLE: ACCOUNTANT III

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other SALARY INCREASE

* Civil Service Positions are submitted to the Civil Service Commission.

Create cost allocation slot. RC

POSITION SALARY REQUEST:

HIDTA TASK FORCE (270-003)

Salary Amount:

Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change
$ ~~53,885.00~~ 55,000.00 RC	$ ~~53,885.00~~ 55,000.00 RC	$ 0.00

HIDTA CHAPTER 59 (270-011)

Salary Amount:

Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change
$	$ 2,115.00	$ 2,115.00

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:
Exempt [X]
Non-Exempt [ ]
N/A [ ]

FLSA:
Exempt [ ]
Non-Exempt [X]

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

MERIT INCREASE

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Per Irene Guerra by [signature]	12/4/2014	FUNDING AVAILABLE IN DEPT. BUDGET	X	YES	NO
	DEPARTMENT HEAD	Date				
2.	Esther A. Cortez by Sylvia Rios	12.12.14	PERSONNEL PROCEDURES COMPLETED	✓	YES	NO
	HUMAN RESOURCES DIRECTOR	Date				
3.	[signature]	12/15/2014	BUDGET PROCEDURES COMPLETED	✓	YES	NO
	DEPARTMENT OF BUDGET & MANAGEMENT	Date				
4.						
	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
DEC 04 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HIDTA TASK FORCE (270-003)
HIDTA CHAPTER 59 (270-011)

DATE: 12/3/2014

CURRENT POSITION TITLE: INTELLIGENCE RESEARCH SPECIALIST

CURRENT SLOT #: 270-003-G010
270-011-~~G010~~ G028

REQUESTED POSITION TITLE: INTELLIGENCE RESEARCH SPECIALIST

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other SALARY INCREASE

* Civil Service Positions are submitted to the Civil Service Commission.

create cost allocation slot. pc

POSITION SALARY REQUEST:

HIDTA TASK FORCE (270-003)

Salary Amount:

$ ~~34,917.00~~ 35,885.00 pc	$ ~~34,917.00~~ 35,885.00 pc	$ 0.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

HIDTA CHAPTER 59 (270-011)

Salary Amount:

$ 0.00	$ 2,083.00	$ 2,083.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:
Exempt [X]
Non-Exempt [ ]
N/A [ ]

FLSA:
Exempt [ ]
Non-Exempt [X]

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

MERIT INCREASE

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Irene Guerra by [illegible] DEPARTMENT HEAD	12/4/2014 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	Esther A. Cortez by Sylvia Rios HUMAN RESOURCES DIRECTOR	12.12.14 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ] NO
3.	[signature] DEPARTMENT OF BUDGET & MANAGEMENT	12-15-2014 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
DEC 04 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HIDTA TASK FORCE (270-003)
HIDTA CHAPTER 59 (270-011)

DATE: 12/3/2014

CURRENT POSITION TITLE: ADMINISTRATIVE ASSISTANT IV

CURRENT SLOT #: 270-003-G011
270-011-~~G011~~ G029

REQUESTED POSITION TITLE: ADMINISTRATIVE ASSISTANT IV

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other SALARY INCREASE

create cost allocation slot. Rc

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

HIDTA TASK FORCE (270-003)

Salary Amount:

$ 42,000.00	$ 42,000.00	$ 0.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

HIDTA CHAPTER 59 (270-011)

Salary Amount:

$ 0.00	$ 2,000.00	$ 2,000.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:
Exempt [X]
Non-Exempt [ ]
N/A [ ]

FLSA:
Exempt [ ]
Non-Exempt [X]

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

MERIT INCREASE

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Rene Guerra by [illegible]	12/4/2014	FUNDING AVAILABLE IN DEPT. BUDGET	X	YES	NO
	DEPARTMENT HEAD	Date				
2.	Esther A. Lozano by Sylvia Ruiz	12.12.14	PERSONNEL PROCEDURES COMPLETED	✓	YES	NO
	HUMAN RESOURCES DIRECTOR	Date				
3.	[signature]	12-15-2014	BUDGET PROCEDURES COMPLETED	✓	YES	NO
	DEPARTMENT OF BUDGET & MANAGEMENT	Date				
4.						
	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
DEC 04 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HIDTA TASK FORCE (270-003)
HIDTA CHAPTER 59 (270-011)

DATE: 12/3/2014

CURRENT POSITION TITLE: CRIMINAL INVESTIGATOR II

CURRENT SLOT #: 270-003-G013
270-011-G018

REQUESTED POSITION TITLE: CRIMINAL INVESTIGATOR II

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other SALARY INCREASE

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

HIDTA TASK FORCE (270-003)

Salary Amount:

$ 50,000.00	$ 50,000.00	$ 0.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

HIDTA CHAPTER 59 (270-011)

Salary Amount:

$ 5,000.00	$ 8,000.00	$ 3,000.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:
Exempt [X]
Non-Exempt [ ]
N/A [ ]

FLSA:
Exempt [ ]
Non-Exempt [X]

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

MERIT INCREASE

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Rene Guerra by [illegible]	12/4/2014	FUNDING AVAILABLE IN DEPT. BUDGET	X	YES		NO
	DEPARTMENT HEAD	Date					
2.	Esther A. Cortez by Sylvia Rios	12.12.14	PERSONNEL PROCEDURES COMPLETED	✓	YES		NO
	HUMAN RESOURCES DIRECTOR	Date					
3.	[signature]	12-15-2014	BUDGET PROCEDURES COMPLETED	✓	YES		NO
	DEPARTMENT OF BUDGET & MANAGEMENT	Date					
4.							
	COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
DEC 10 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HIDTA TASK FORCE (270-004)
HIDTA CHAPTER 59 (270-011)

DATE: 12/3/2014

CURRENT POSITION TITLE: CRIMINAL INVESTIGATOR III

CURRENT SLOT #: 270-004-G014
270-011-G024

REQUESTED POSITION TITLE: CRIMINAL INVESTIGATOR III

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other SALARY INCREASE

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

HIDTA TASK FORCE (270-003)

Salary Amount:

Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change
~~Grade 16/ Step 0~~ Pc	~~Grade 16/ Step 0~~ Pc	
$ 55,800.00	$ 55,800.00	$ 0.00

HIDTA CHAPTER 59 (270-011)

Salary Amount:

Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change
~~Grade 16/ Step 0~~ Pc	~~Grade 16/ Step 0~~ Pc	15,000 00 Pc
$ 6,200.00	$ ~~9,200.00~~ $15,000 00 Pc	$ ~~3,000.00~~

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:
Exempt [X]
Non-Exempt [ ]
N/A [ ]

FLSA:
Exempt [ ]
Non-Exempt [X]

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

MERIT INCREASE

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Irene Guerra by [illegible]	12/4/2014	FUNDING AVAILABLE IN DEPT. BUDGET	X	YES		NO
	DEPARTMENT HEAD	Date					
2.	Estha A. Cortez by Sylvia Rios	12.12.14	PERSONNEL PROCEDURES COMPLETED	✓	YES		NO
	HUMAN RESOURCES DIRECTOR	Date					
3.	[signature]	12-15-2014	BUDGET PROCEDURES COMPLETED	✓	YES		NO
	DEPARTMENT OF BUDGET & MANAGEMENT	Date					
4.							
	COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, December 16, 2014 Agenda Item: 47645

Summary of request/proposal:
HIDTA CHAPTER 59 ASSET FORFEITURE(1251):
APPROVAL OF SALARY ADJUSMTENTS AS FOLLOWS:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1251	CRIMINAL INVESTIGATOR II	G004	113	5,000.00	8,000.00	3,000.00
1251	CRIMINAL INVESTIGATOR II	G006	113	7,000.00	10,000.00	3,000.00
1251	CRIMINAL INVESTIGATOR II	G018	113	5,000.00	8,000.00	3,000.00
1251	CRIMINAL INVESTIGATOR III	G024	113	6,200.00	15,000.00	8,800.00
1251	CRIMINAL INVESTIGATOR I	G025	113	0.00	3,000.00	3,000.00
1251	ASSISTANT COMMANDER	G026	113	0.00	4,000.00	4,000.00
1251	ACCOUNTANT III	G027	113	0.00	2,115.00	2,115.00
1251	INTELLIGENCE RESEARCH SPEC.	G028	113	0.00	2,083.00	2,083.00
1251	ADMINISTRATIVE ASSISTANT IV	G029	113	0.00	2,000.00	2,000.00
			TOTAL	23,200.00	54,198.00	30,998.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1251-412-00-270-011-0-	113	HIDTA CHAPT. 59 AST FORF-	REGULAR FULL TIME	$30,998.00
5-1251-412-00-270-011-0-	211	HIDTA CHAPT. 59 AST FORF-	HEALTH INSURANCE	$3,684.89
5-1251-412-00-270-011-0-	212	HIDTA CHAPT. 59 AST FORF-	LIFE INSURANCE	$23.35
5-1251-412-00-270-011-0-	220	HIDTA CHAPT. 59 AST FORF-	FICA	$2,371.35
5-1251-412-00-270-011-0-	230	HIDTA CHAPT. 59 AST FORF-	RETIREMENT	$3,295.09
5-1251-412-00-270-011-0-	250	HIDTA CHAPT. 59 AST FORF-	UNEMPLOYMENT COMP	$185.99
5-1251-412-00-270-011-0-	260	HIDTA CHAPT. 59 AST FORF-	WORKER'S COMP	$967.14
			2014 Budgetary Impact	$41,525.81

2015 Budgetary Impact: $41,525.81

Possible Funding Sources: FUND 1251 PENDING APPROVAL OF APPROPRIATION OF FUNDS

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2015 SALARY SCHEDULE

5-1251-412-00-270-011-0-

AI - 47645

HIDTA CHAPTER 59

Slot #	Obj Code	POSITION TITLE	2014 BUDGETED SALARY	2015 ADJUSTED SALARY	2015 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2015 BUDGETED SALARY APPROVED	2015 ACTUAL SALARY	Other Allowances					2015 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
		APPROVAL OF THE FOLLOWING SALARY ADJUSTMENTS (INCREASES)						$3,000.00	$8,000.00							
G004	113	CRIMINAL INVESTIGATOR II	$5,000.00	$0.00	$5,000.00	0	$0.00	~~$0.00~~	~~$5,000.00~~	$0.00	$60.00	$0.00	$0.00	$0.00	$0.00	$0.00
		APPROVAL OF THE FOLLOWING SALARY ADJUSTMENTS (INCREASES)						$3,000.00	$1,000.00							
G006	113	CRIMINAL INVESTIGATOR II	$7,000.00	$0.00	$7,000.00	0	$0.00	~~$0.00~~	~~$7,000.00~~	$0.00	$51.58	$0.00	$0.00	$0.00	$0.00	$0.00
		APPROVAL OF THE FOLLOWING SALARY ADJUSTMENTS (INCREASES)						$3,000.00	$8,000.00							
G018	113	CRIMINAL INVESTIGATOR II	$5,000.00	$0.00	$5,000.00	0	$0.00	~~$0.00~~	~~$5,000.00~~	$0.00	$27.27	$0.00	$0.00	$0.00	$0.00	$0.00
		APPROVAL OF THE FOLLOWING SALARY ADJUSTMENTS (INCREASES)						$8,800.00	$15,000.00							
G024	113	CRIMINAL INVESTIGATOR III	$6,200.00	$0.00	$6,200.00	0	$0.00	~~$0.00~~	~~$6,200.00~~	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		APPROVAL OF THE FOLLOWING SALARY ADJUSTMENTS (INCREASES) AND CREATION OF COST ALLOCATION (SLOT):														
G025	113	CRIMINAL INVESTIGATOR I	$0.00	$3,000.00	$3,000.00		$0.00	$0.00	$3,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		APPROVAL OF THE FOLLOWING SALARY ADJUSTMENTS (INCREASES) AND CREATION OF COST ALLOCATION (SLOT):														
G026	113	ASSISTANT COMMANDER	$0.00	$4,000.00	$4,000.00		$0.00	$0.00	$4,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		APPROVAL OF THE FOLLOWING SALARY ADJUSTMENTS (INCREASES) AND CREATION OF COST ALLOCATION (SLOT):														
G027	113	ACCOUNTANT III	$0.00	$2,115.00	$2,115.00		$0.00	$0.00	$2,115.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		APPROVAL OF THE FOLLOWING SALARY ADJUSTMENTS (INCREASES) AND CREATION OF COST ALLOCATION (SLOT):														
G028	113	INTELLIGENCE RESEARCH SPECIALIST	$0.00	$2,083.00	$2,083.00		$0.00	$0.00	$2,083.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		APPROVAL OF THE FOLLOWING SALARY ADJUSTMENTS (INCREASES) AND CREATION OF COST ALLOCATION (SLOT):														
G029	113	ADMINISTRATIVE ASSISTANT IV	$0.00	$2,000.00	$2,000.00		$0.00	$0.00	$2,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		TOTAL	$23,200.00	$13,198.00	$36,398.00		$0.00	$17,800.00	$45,198.00	$0.00	$138.85	$0.00	$0.00	$0.00	$0.00	$0.00

HIDALGO COUNTY

Department of Budget and Management

COMMISSIONERS' COURT AGENDA - DECEMBER 16, 2014

AI-47645

EXHIBIT A

2015 Personnel Request Summary

HIDTA TASK FORCE (1291)/ HIDTA CHAPTER 59 ASSET FORFEITURE (1251):

Action	Fund	Dept/Prgm	Slot #	Position Title	Current Budgeted Salary	Proposed Budgeted Salary	Total Adjustment
Salary Adjustment (Increase)/Create Cost	1291	270-003	G003	CRIMINAL INVESTIGATOR I	53,000.00	53,000.00	-
	1251	270-011	G025		-	3,000.00	3,000.00
Salary Adjustment (Increase)	1291	270-003	G004	CRIMINAL INVESTIGATOR II	50,000.00	50,000.00	-
	1251	270-011	G004		5,000.00	8,000.00	3,000.00
Salary Adjustment (Increase)	1291	270-003	G006	CRIMINAL INVESTIGATOR II	50,000.00	50,000.00	-
	1251	270-011	G006		7,000.00	10,000.00	3,000.00
Salary Adjustment (Increase)/Create Cost	1291	270-003	G008	ASSISTANT COMMANDER	66,000.00	66,000.00	-
	1251	270-011	G026		-	4,000.00	4,000.00
Salary Adjustment (Increase)/Create Cost	1291	270-003	G009	ACCOUNTANT III	55,000.00	55,000.00	-
	1251	270-011	G027		-	2,115.00	2,115.00
Salary Adjustment (Increase)/Create Cost	1291	270-003	G010	INTELLIGENCE RESEARCH SPECIALIST	35,885.00	35,885.00	-
	1251	270-011	G028		-	2,083.00	2,083.00
Salary Adjustment (Increase)/Create Cost	1291	270-003	G011	ADMINISTRATIVE ASSISTANT IV	42,000.00	42,000.00	-
	1251	270-011	G029		-	2,000.00	2,000.00
Salary Adjustment (Increase)	1291	270-003	G013	CRIMINAL INVESTIGATOR II	50,000.00	50,000.00	-
	1251	270-011	G018		5,000.00	8,000.00	3,000.00
Salary Adjustment (Increase)	1291	270-003	G014	CRIMINAL INVESTIGATOR III	55,800.00	55,800.00	-
	1251	270-011	G024		6,200.00	15,000.00	8,800.00
				TOTAL (1291):	**537,685.00**	**537,685.00**	**-**
				TOTAL (1251):	**23,200.00**	**54,198.00**	**30,998.00**
				GRAND TOTAL:	**560,885.00**	**591,883.00**	**30,998.00**

AI -47672 **District Attorney** **10. B.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Roy Cazares, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

DA- State Supplement (1281):
1. Approval to create the following temporary part-time positions not to exceed six (6) months, effective 01/01/2015 to 6/30/2015:

Dept/Program	Slot#	Position Title	Budgeted Salary/ Rate of Pay
080-010	T016	Clerk I	$7,056.00 Annual / $10.10 Hrly
080-010	T017	Clerk I	$7,047.00 Annual / $10.10 Hrly
080-010	T018	Clerk I	$6,683.00 Annual / $10.10 Hrly

2.) Approval to waive posting procedures for the Clerk I position, slot T018.
3.) Approval of revised salary schedule.

BACKGROUND

Funding is provided by State.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1281-412-00-080-010-5-XXX

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

BUDGETARY IMPACT:

Attachments

JOB DESCRIPTION
par form
fiscal note
SS

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/08/2014 11:36 AM
Human Resources	Diana Munoz	12/11/2014 03:16 PM

Rosalinda Cantu	Rosie Cantu	12/12/2014 03:57 PM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Roy Cazares		Started On: 12/04/2014 07:38 PM
Final Approval Date: 12/12/2014		

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE

CLERK I

GENERAL DESCRIPTION

Performs (entry-level) clerical work in areas such as bookkeeping, inventory control, statistics, employment, human resources, purchasing, or accounting; Work involves compiling and tabulating data, checking documents for accuracy, transporting documents, and maintaining files; Works under close supervision with minimal latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Produces and proofs correspondence, reports, purchase orders, summaries, manuals, vouchers, records, and other related forms

Reviews completed forms for signatures and proper entries

Provides information to the public by mail or telephone

Receives shipments and supplies, inspects for damage, and checks for correct quantity and quality

Assembles, organizes, and tabulates data; may perform data entry and retrieval

Files and maintains forms, records, and reports

Opens and distributes incoming mail and prepares mail-outs

Delivers documents, supplies, or other items; takes deposits to the bank; and runs errands as appropriate

May maintain office schedules and appointments

May perform back-up receptionist or telephone switchboard duties

May assist in conducting physical inventory

May receive and count cash

May make arrangements for repairs and services

May assemble and pack shipments, contact transportation companies to arrange for shipping, and assist in loading trucks

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Six (6) months of experience with clerical operations

Graduation from a high school or equivalent (GED)

Experience and education may be substituted for one another

Certificates, Licenses, Registrations

Must have a current valid Texas motor vehicle operator's license

Must be able to be insured by the County's insurance carrier

Knowledge, Skills, and Abilities

Knowledge of office procedures and of spelling, grammar, punctuation, and arithmetic

Skill in using personal computers and office equipment

Ability to prepare and maintain records, files, and reports

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER:
Hidalgo County District Attorney's Office - 080-010 Rc

DATE:
12/16/2014

CURRENT POSITION TITLE:

NEW SLOT. #:
T016, T017 & T018

REQUESTED POSITION TITLE: Clerk I

REQUEST FOR:

☒ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

POSITION SALARY REQUEST:

3	- 0 -	T016 $7,056.00 T017-7,047.00 T018-6,683.00 Rc	$	T016-$7,056.00 Annual T017-$7,047.00 Annual T018-$6,683.00 Annual
NO. OF POSITIONS	CURRENT GRADE & STEP	PROPOSED GRADE & STEP		NET CHANGE

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds Rc

☒ Other **5-1281-412-00-080-010-5-XXX**

HRS
T016 $10.10 x 698.61 = $7,056.00
T017 $10.10 x 697.72 = $7,047.00
T018 $10.10 x 661.68 = $6,683.00

POSITION TYPE:

Full Time Employee Object 113	☐	Part Time Employee Object 114	☐
Full Time Temporary Object 121	☐	Part Time Temporary Object 122	XX

T016 - ~~$9.19~~ 10.10 hrly Rc
T017 - ~~$9.19~~ 10.10 hrly Rc T018 - ~~$9.19~~ 10.10 hrly Rc
Enter hourly rate for temp. positions
~~T016-$9.19 * 767.79 hrs = $7,056.00~~
~~T017-$9.19 * 766.81 hrs = $7,047.00 T018-$9.19 * 727.20 = $6,682.83~~
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

01/01/2015	06/30/2015	Mon-Fri	T016-~~767.79~~ hrs yrly 698.61 T017-~~766.81~~ hrs yrly 697.72 T018-~~727.20~~ hrs yrly 661.68	
Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	X	Exempt	☐
Non-Exempt	X	Non-Exempt	X
N/A	☐		

Rc

Minimum wage increase was approved upon adoption of the 2015 Budget. Rc

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Will use individual to assist in the shredding, making copies, answering phones, running paperwork from building to building, etc...

NEW POSITION: Brief job description and attach a copy of the new job description.

See Attachment

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

Funding for positions will be provided by the State.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Roy Cazares for Rene Guerra	12/04/2014 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	■ YES	☐ NO
2.	Esther A. Cortez by Sylvia Rios HUMAN RESOURCES DIRECTOR	12.11.14 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/12/2014 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, December 16, 2014 Agenda Item: 47672

Summary of request/proposal:
DA's State Supplement (1281): Approval to create the following temporary part time positions, not to exceed 6 mths, effective 01/01/2015 to 06/30/2015:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1281	CLERK I	T016	122	0.00	7,056.00	7,056.00
1281	CLERK I	T017	122	0.00	7,047.00	7,047.00
1281	CLERK I	T018	122	0.00	6,683.00	6,683.00
				0.00	20,786.00	20,786.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1281-412-00-080-010-5-	122	D.A. STATE SUPPLEMENT	TEMP P/T EMPLOYEES	$10,273.54
5-1281-412-00-080-010-5-	211	D.A. STATE SUPPLEMENT	HEALTH INSURANCE	$0.00
5-1281-412-00-080-010-5-	212	D.A. STATE SUPPLEMENT	LIFE INSURANCE	$0.00
5-1281-412-00-080-010-5-	220	D.A. STATE SUPPLEMENT	FICA	$785.93
5-1281-412-00-080-010-5-	230	D.A. STATE SUPPLEMENT	RETIREMENT	$0.00
5-1281-412-00-080-010-5-	250	D.A. STATE SUPPLEMENT	UNEMPLOYMENT COMP	$61.64
5-1281-412-00-080-010-5-	260	D.A. STATE SUPPLEMENT	WORKER'S COMP	$11.30
			2015 Budgetary Impact	$11,132.41

Possible Funding Sources: FUNDS AVAILABLE WITHIN DEPT'S BUDGET FUND 1281-STATE SUPPLEMENT PENDING CARRYOVER OF BUDGET CYLCE 2014 TO 2015.

Comments:

DA STATE SUPPLEMENT: PERIOD 9/1/2014 - 8/31/2015

HIDALGO COUNTY
COMMISSIONER COURT
2014 SALARY SCHEDULE

4-1223-412-00-080-007-0

DA INVESTIGATION HB65

Slot #	Obj Code	POSITION TITLE	2013 BUDGETED SALARY	2014 ADJUSTED SALARY	2014 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2014 BUDGETED SALARY APPROVED	2014 ACTUAL SALARY	Other Allowanc		
											Longevity 115	Interpet. 116	Supplem. 117
0001	113	ASSISTANT DISTRICT ATTORNEY IV	$12,687.00	$0.00	$12,687.00	0	$0.00	$0.00	$12,687.00	$12,687.00	$0.00	$0.00	$0.00
0020	113	ASSISTANT DISTRICT ATTORNEY III	$11,679.00	$0.00	$11,679.00	0	$0.00	$0.00	$11,679.00	$7,557.00	$0.00	$0.00	$0.00
0023	113	CRIMINAL INVESTIGATOR I	$3,880.00	$0.00	$3,880.00	0	$0.00	$0.00	$3,880.00	$1,880.00	$0.00	$0.00	$0.00
0027	113	HUMAN RESOURCES COORDINATOR IV	$6,354.00	$0.00	$6,354.00	0	$0.00	$0.00	$6,354.00	$6,354.00	$0.00	$0.00	$0.00
0028	113	EXECUTIVE ASSISTANT II	$15,091.00	$0.00	$15,091.00	0	$0.00	$0.00	$15,091.00	$15,091.00	$0.00	$0.00	$0.00
0029	113	EXECUTIVE ASSISTANT I	$6,597.00	$0.00	$6,597.00	0	$0.00	$0.00	$6,597.00	$6,597.00	$0.00	$0.00	$0.00
0030	113	EXECUTIVE ASSISTANT I	$6,136.00	$0.00	$6,136.00	0	$0.00	$0.00	$6,136.00	$6,136.00	$0.00	$0.00	$0.00
0031	113	ADMINISTRATIVE ASSISTANT II	$7,544.00	$0.00	$7,544.00	0	$0.00	$0.00	$7,544.00	$5,006.00	$0.00	$0.00	$0.00
0032	113	EXECUTIVE ASSISTANT I	$6,636.00	$0.00	$6,636.00	0	$0.00	$0.00	$6,636.00	$6,636.00	$0.00	$0.00	$0.00
0033	113	ACCOUNTANT IV	$6,678.00	$0.00	$6,678.00	0	$0.00	$0.00	$6,678.00	$6,678.00	$0.00	$0.00	$0.00
0034	113	ADMINISTRATIVE ASSISTANT IV	$7,194.00	$0.00	$7,194.00	0	$0.00	$0.00	$7,194.00	$7,194.00	$0.00	$0.00	$0.00
0036	113	ADMINISTRATIVE ASSISTANT IV	$7,238.00	$0.00	$7,238.00	0	$0.00	$0.00	$7,238.00	$7,238.00	$0.00	$0.00	$0.00
0037	113	ADMINISTRATIVE ASSISTANT IV	$7,138.00	$0.00	$7,138.00	0	$0.00	$0.00	$7,138.00	$7,138.00	$0.00	$0.00	$0.00
0038	113	ADMINISTRATIVE ASSISTANT IV	$6,391.00	$0.00	$6,391.00	0	$0.00	$0.00	$6,391.00	$6,391.00	$0.00	$0.00	$0.00
0039	113	ADMINISTRATIVE ASSISTANT IV	$6,238.00	$0.00	$6,238.00	0	$0.00	$0.00	$6,238.00	$6,238.00	$0.00	$0.00	$0.00
0040	113	ADMINISTRATIVE ASSISTANT IV	$6,000.00	$0.00	$6,000.00	0	$0.00	$0.00	$6,000.00	$6,000.00	$0.00	$0.00	$0.00
0041	113	ADMINISTRATIVE ASSISTANT III	$6,246.00	$0.00	$6,246.00	0	$0.00	$0.00	$6,246.00	$6,246.00	$0.00	$0.00	$0.00
0042	113	ADMINISTRATIVE ASSISTANT II	$7,183.00	$0.00	$7,183.00	0	$0.00	$0.00	$7,183.00	$7,183.00	$0.00	$0.00	$0.00
0043	113	ADMINISTRATIVE ASSISTANT III	$6,141.00	$0.00	$6,141.00	0	$0.00	$0.00	$6,141.00	$6,141.00	$0.00	$0.00	$0.00
0044	113	ADMINISTRATIVE ASSISTANT II	$5,644.00	$0.00	$5,644.00	0	$0.00	$0.00	$5,644.00	$5,644.00	$0.00	$0.00	$0.00
0045	113	ADMINISTRATIVE ASSISTANT II	$6,150.00	$0.00	$6,150.00	0	$0.00	$0.00	$6,150.00	$5,537.00	$0.00	$0.00	$0.00
0047	113	ADMINISTRATIVE ASSISTANT I	$9,374.00	$0.00	$9,374.00	0	$0.00	$0.00	$9,374.00	$9,374.00	$0.00	$0.00	$0.00
0048	113	ADMINISTRATIVE ASSISTANT II	$7,747.00	$0.00	$7,747.00	0	$0.00	$0.00	$7,747.00	$0.00	$0.00	$0.00	$0.00
0049	113	ADMINISTRATIVE ASSISTANT II	$4,088.00	$0.00	$4,088.00	0	$0.00	$0.00	$4,088.00	$4,088.00	$0.00	$0.00	$0.00
0050	113	ADMINISTRATIVE ASSISTANT II	$5,683.00	$0.00	$5,683.00	0	$0.00	$0.00	$5,683.00	$5,183.00	$0.00	$0.00	$0.00
0052	113	ADMINISTRATIVE ASSISTANT II	$7,183.00	$0.00	$7,183.00	0	$0.00	$0.00	$7,183.00	$7,032.00	$0.00	$0.00	$0.00
0053	113	ADMINISTRATIVE ASSISTANT II	$6,101.00	$0.00	$6,101.00	0	$0.00	$0.00	$6,101.00	$6,101.00	$0.00	$0.00	$0.00
0062	113	ASSISTANT DISTRICT ATTORNEY III	$11,276.00	$0.00	$11,276.00	0	$0.00	$0.00	$11,276.00	$11,276.00	$0.00	$0.00	$0.00
0066	113	ASSISTANT DISTRICT ATTORNEY II	$4,466.00	$0.00	$4,466.00	0	$0.00	$3,000.00	$7,466.00	$7,466.00	$0.00	$0.00	$0.00
0071	113	ASSISTANT DISTRICT ATTORNEY III	$14,744.00	$0.00	$14,744.00	0	$0.00	$0.00	$14,744.00	$14,744.00	$0.00	$0.00	$0.00
0082	113	ADMINISTRATIVE ASSISTANT II	$2,000.00	$0.00	$2,000.00	0	$0.00	$0.00	$2,000.00	$1,906.00	$0.00	$0.00	$0.00
0083	113	ADMINISTRATIVE ASSISTANT I	$3,697.00	$0.00	$3,697.00	0	$0.00	$0.00	$3,697.00	$3,697.00	$0.00	$0.00	$0.00
0084	113	ADMINISTRATIVE ASSISTANT I	$3,697.00	$0.00	$3,697.00	0	$0.00	$0.00	$3,697.00	$1,697.00	$0.00	$0.00	$0.00
0085	113	ADMINISTRATIVE ASSISTANT I	$5,913.00	$0.00	$5,913.00	0	$0.00	$0.00	$5,913.00	$5,913.00	$0.00	$0.00	$0.00
0086	113	ADMINISTRATIVE ASSISTANT I	$3,697.00	$0.00	$3,697.00	0	$0.00	$0.00	$3,697.00	$1,697.00	$0.00	$0.00	$0.00
0087	113	ADMINISTRATIVE ASSISTANT I	$4,913.00	$0.00	$4,913.00	0	$0.00	$0.00	$4,913.00	$4,913.00	$0.00	$0.00	$0.00
0088	113	ADMINISTRATIVE ASSISTANT I	$3,697.00	$0.00	$3,697.00	0	$0.00	$0.00	$3,697.00	$1,697.00	$0.00	$0.00	$0.00
0089	113	ADMINISTRATIVE ASSISTANT I	$4,913.00	$0.00	$4,913.00	0	$0.00	$0.00	$4,913.00	$4,913.00	$0.00	$0.00	$0.00
0090	113	ADMINISTRATIVE ASSISTANT I	$3,697.00	$0.00	$3,697.00	0	$0.00	$0.00	$3,697.00	$1,697.00	$0.00	$0.00	$0.00
0091	113	ADMINISTRATIVE ASSISTANT I	$3,340.00	$0.00	$3,340.00	0	$0.00	$0.00	$3,340.00	$3,340.00	$0.00	$0.00	$0.00
0092	113	ADMINISTRATIVE ASSISTANT II	$1,500.00	$0.00	$1,500.00	0	$0.00	$0.00	$1,500.00	$1,500.00	$0.00	$0.00	$0.00
0093	113	ADMINISTRATIVE ASSISTANT I	$1,913.00	$0.00	$1,913.00	0	$0.00	$0.00	$1,913.00	$0.00	$0.00	$0.00	$0.00
0101	114	INTAKE CLERK	$0.00	$33,280.00	$33,280.00	0	$0.00	$0.00	$33,280.00	$26,624.00	$0.00	$0.00	$0.00
T102	122	CLERK I	$0.00	$3,456.00	$3,456.00	0	$0.00	$0.00	$3,456.00	$3,456.00	$0.00	$0.00	$0.00
T103	122	CLERK I	$0.00	$3,456.00	$3,456.00	0	$0.00	$0.00	$3,456.00	$3,456.00	$0.00	$0.00	$0.00
T104	122	CLERK I	$0.00	$3,456.00	$3,456.00	0	$0.00	$0.00	$3,456.00	$3,456.00	$0.00	$0.00	$0.00
T105	122	CLERK I	$0.00	$3,456.00	$3,456.00	0	$0.00	$0.00	$3,456.00	$3,456.00	$0.00	$0.00	$0.00
T106	122	CLERK I	$0.00	$3,456.00	$3,456.00	0	$0.00	$0.00	$3,456.00	$3,456.00	$0.00	$0.00	$0.00
		APPROVAL TO EXTEND THE FOLLOWING TEMPORARY POSITIONS; NOT TO EXCEED SIX (6) MONTHS. (FROM 7/1/2014 TO 12/30/2014)											
T107	**122**	**CLERK IV**	**$0.00**	**$8,320.00**	**$8,320.00**	**0**	**$0.00**	**$0.00**	**$8,320.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
T108	**122**	**CRIMINAL INVESTIGATOR I**	**$0.00**	**$5,999.00**	**$5,999.00**	**0**	**$0.00**	**$0.00**	**$5,999.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
0109	113	ASSISTANT DISTRICT ATTORNEY II	$0.00	$0.00	$0.00	0	$0.00	$3,000.00	$3,000.00	$3,000.00	$0.00	$0.00	$0.00
0110	113	ASSISTANT DISTRICT ATTORNEY II	$0.00	$0.00	$0.00	0	$0.00	$3,000.00	$3,000.00	$3,000.00	$0.00	$0.00	$0.00
0111	113	ASSISTANT DISTRICT ATTORNEY II	$0.00	$0.00	$0.00	0	$0.00	$3,000.00	$3,000.00	$3,000.00	$0.00	$0.00	$0.00
0112	113	ASSISTANT DISTRICT ATTORNEY II	$0.00	$0.00	$0.00	0	$0.00	$3,000.00	$3,000.00	$3,000.00	$0.00	$0.00	$0.00
0113	113	ASSISTANT DISTRICT ATTORNEY II	$0.00	$0.00	$0.00	0	$0.00	$3,000.00	$3,000.00	$3,000.00	$0.00	$0.00	$0.00
0114	113	ASSISTANT DISTRICT ATTORNEY II	$0.00	$0.00	$0.00	0	$0.00	$3,000.00	$3,000.00	$0.00	$0.00	$0.00	$0.00
0115	113	ASSISTANT DISTRICT ATTORNEY II	$0.00	$0.00	$0.00	0	$0.00	$3,000.00	$3,000.00	$0.00	$0.00	$0.00	$0.00
0116	113	ASSISTANT DISTRICT ATTORNEY II	$0.00	$0.00	$0.00	0	$0.00	$3,000.00	$3,000.00	$3,000.00	$0.00	$0.00	$0.00
0117	113	ASSISTANT DISTRICT ATTORNEY II	$0.00	$0.00	$0.00	0	$0.00	$3,000.00	$3,000.00	$3,000.00	$0.00	$0.00	$0.00
0118	113	ASSISTANT DISTRICT ATTORNEY II	$0.00	$0.00	$0.00	0	$0.00	$3,000.00	$3,000.00	$3,000.00	$0.00	$0.00	$0.00
0119	113	ACCOUNTANT III	$0.00	$6,991.00	$6,991.00	0	$0.00	$0.00	$6,991.00	$0.00	$0.00	$0.00	$0.00
T120	122	CLERK I	$0.00	$3,460.00	$3,460.00	0	$0.00	$0.00	$3,460.00	$3,460.00	$0.00	$0.00	$0.00
T121	122	CLERK I	$0.00	$3,460.00	$3,460.00	0	$0.00	$0.00	$3,460.00	$3,460.00	$0.00	$0.00	$0.00
T122	122	CLERK I	$0.00	$3,460.00	$3,460.00	0	$0.00	$0.00	$3,460.00	$3,460.00	$0.00	$0.00	$0.00

T123	122	CLERK I	$0.00	$3,460.00	$3,460.00	0	$0.00	$0.00	$3,460.00	$3,460.00	$0.00	$0.00	$0.00
T124	122	CLERK I	$0.00	$3,460.00	$3,460.00	0	$0.00	$0.00	$3,460.00	$3,460.00	$0.00	$0.00	$0.00
			$268,484.00	$89,170.00	$357,654.00		$0.00	$33,000.00	$390,654.00	$329,010.00	$0.00	$0.00	$0.00

APPROVAL OF THE ABOVE HIGHLIGHTED PERSONNEL ACTIONS ARE PENDING CC APPROVAL.

AI - 45366

es		2014 ACTUAL TOTAL COMPENSATION
Auto A. 118	Clothing 119	
$0.00	$0.00	$12,687.00
$0.00	$0.00	$7,557.00
$0.00	$0.00	$1,880.00
$0.00	$0.00	$6,354.00
$0.00	$0.00	$15,091.00
$0.00	$0.00	$6,597.00
$0.00	$0.00	$6,136.00
$0.00	$0.00	$5,006.00
$0.00	$0.00	$6,636.00
$0.00	$0.00	$6,678.00
$0.00	$0.00	$7,194.00
$0.00	$0.00	$7,238.00
$0.00	$0.00	$7,138.00
$0.00	$0.00	$6,391.00
$0.00	$0.00	$6,238.00
$0.00	$0.00	$6,000.00
$0.00	$0.00	$6,246.00
$0.00	$0.00	$7,183.00
$0.00	$0.00	$6,141.00
$0.00	$0.00	$5,644.00
$0.00	$0.00	$5,537.00
$0.00	$0.00	$9,374.00
$0.00	$0.00	$0.00
$0.00	$0.00	$4,088.00
$0.00	$0.00	$5,183.00
$0.00	$0.00	$7,032.00
$0.00	$0.00	$6,101.00
$0.00	$0.00	$11,276.00
$0.00	$0.00	$7,466.00
$0.00	$0.00	$14,744.00
$0.00	$0.00	$1,906.00
$0.00	$0.00	$3,697.00
$0.00	$0.00	$1,697.00
$0.00	$0.00	$5,913.00
$0.00	$0.00	$1,697.00
$0.00	$0.00	$4,913.00
$0.00	$0.00	$1,697.00
$0.00	$0.00	$4,913.00
$0.00	$0.00	$1,697.00
$0.00	$0.00	$3,340.00
$0.00	$0.00	$1,500.00
$0.00	$0.00	$0.00
$0.00	$0.00	$26,624.00
$0.00	$0.00	$3,456.00
$0.00	$0.00	$3,456.00
$0.00	$0.00	$3,456.00
$0.00	$0.00	$3,456.00
$0.00	$0.00	$3,456.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$3,000.00
$0.00	$0.00	$3,000.00
$0.00	$0.00	$3,000.00
$0.00	$0.00	$3,000.00
$0.00	$0.00	$3,000.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$3,000.00
$0.00	$0.00	$3,000.00
$0.00	$0.00	$3,000.00
$0.00	$0.00	$0.00
$0.00	$0.00	$3,460.00
$0.00	$0.00	$3,460.00
$0.00	$0.00	$3,460.00

$0.00	$0.00	$3,460.00
$0.00	$0.00	$3,460.00
$0.00	$0.00	$329,010.00

HIDALGO COUNTY
COMMISSIONER COURT
2015 SALARY SCHEDULE

5-1281-412-00-080-010-5 **AI -**

D.A. STATE SUPPLEMENT

Slot #	Obj Code	POSITION TITLE	2014 BUDGETED SALARY	2015 ADJUSTED SALARY	2015 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2015 BUDGETED SALARY APPROVED	2015 ACTUAL SALARY	Other Allowances			
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118
APPROVAL TO CREATE THE FOLLOWING TEMPORARY PART-TIME POSITIONS, EFFECTIVE 01/01/2015 TO 06/30/2015														
T016	122	CLERK I	$0.00	$7,056.00	$7,056.00	0	$0.00	$0.00	$7,056.00	$0.00	$0.00	$0.00	$0.00	$0.00
T017	122	CLERK I	$0.00	$7,047.00	$7,047.00	0	$0.00	$0.00	$7,047.00	$0.00	$0.00	$0.00	$0.00	$0.00
T018	122	CLERK I	$0.00	$6,683.00	$6,683.00	0	$0.00	$0.00	$6,683.00	$0.00	$0.00	$0.00	$0.00	$0.00
			$0.00	$20,786.00	$20,786.00		$0.00	$0.00	$20,786.00	$13,738.83	$0.00	$0.00	$0.00	$0.00

APPROVAL OF THE ABOVE HIGHLIGHTED PERSONNEL ACTIONS ARE PENDING CC APPROVAL.

47672

	2015 ACTUAL TOTAL COMPENSATION
Clothing 119	
$0.00	$0.00
$0.00	$0.00
$0.00	$0.00
$0.00	$13,739.00

AI -47675 **District Attorney** **10. C.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Roy Cazares, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

DA Bad Checks (1222):
1. Approval of 2015 DA's Office budget for fund 1222 DA-Bad Checks.
2. Approval of appropriation of the DA's Office 1222 DA-Bad Checks funds.

DA- Investigation HB 65 (1223):
1. Approval of 2015 DA's Office budget for fund 1223 DA-Investigation HB65.
2. Approval of appropriation of the DA's Office 1223 DA-Investigation HB65 funds.

DA Pre-Trial (1225):
1. Approval of 2015 DA's Office budget for fund 1225 DA-Pretrial.
2. Approval of appropriation of the DA's Office 1225 DA-Pretrial funds.

Crim DA (1100)/ DA Civil Litig. (1100)/ Bond Forfeit. (1100)/ DA-Bad Checks (1222)/ DA- Invest. HB 65 (1223)/ Pre-Trial (1225)/ Border Prosecut.- BPU (1281):
1. Approval of personnel actions as listed on exhibit "A", effective 01/01/2015.
2. Approval to authorize auto allowance to the following position(s)/ slot(s) and pay employees as follows:

Dep #/ Pgrm #	Slot #	Position Title	Budgeted (Auto) Allowance
Crim DA/ 080-002	0014	Assistant District Attorney IV	900.00

3. Approval to create the following temporary part- time position not to exceed six months (01/01/2015 to 06/30/2015)

Dep #/ Pgrm #	Slot #	Position Title	Budgeted Salary/ Rate of Pay
DA- Investig. HB 65/ (080-007)	T144	CLERK IV	$8,320.00 Annual/ $9.19 Hrly

5. Approval to waive posting procedures for the temporary part-time Clerk IV position, slot no. T144.
6. Approval of transfer(s).
7. Approval of 2015 revised salary schedules.

BACKGROUND

Fiscal Impact

Attachments

budget amendment
par and job descriptions

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/08/2014 11:47 AM
Human Resources	Diana Munoz	12/11/2014 03:22 PM
Rosalinda Cantu	Rosie Cantu	12/12/2014 06:16 PM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Roy Cazares		Started On: 12/04/2014 08:30 PM
Final Approval Date: 12/12/2014		

DATE: December 16, 2014

DEPARTMENT HEAD: Rene Guerra

DEPARTMENT NAME: District Attorney's Office

ACCOUNT NUMBER: **5-1225-412-00-080-015-0-XXX**

Contact Person: Roy Cazares **Ph#** 318-2300 Ext. 758

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
5-1225-412-00-080-015-0-113	Regular F/T Employees	$295,319.00
5-1225-412-00-080-015-0-211	Health Insurance	$23,052.00
5-1225-412-00-080-015-0-212	Life Insurance	$147.00
5-1225-412-00-080-015-0-220	FICA	$22,592.00
5-1225-412-00-080-015-0-230	Employee Retirement	$31,393.00
5-1225-412-00-080-015-0-250	Unemployment Compensation Insurance	$1,772.00
5-1225-412-00-080-015-0-260	Worker's Compensation Insurance	$335.00

TOTAL BUDGET INCREASE (DECREASE) **$374,610.00**

REASON: 2015 Budget.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

DATE: December 16, 2014

DEPARTMENT HEAD: Rene Guerra

DEPARTMENT NAME: District Attorney's Office

ACCOUNT NUMBER: **5-1222-412-00-080-006-0-XXX**

Contact Person: Roy Cazares **Ph#** 318-2300 Ext. 758

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
5-1222-412-00-080-006-0-113	Regular F/T Employees	$153,351.00
5-1222-412-00-080-006-0-211	Health Insurance	$22,925.01
5-1222-412-00-080-006-0-212	Life Insurance	$146.00
5-1222-412-00-080-006-0-220	FICA	$11,732.00
5-1222-412-00-080-006-0-230	Employee Retirement	$16,302.00
5-1222-412-00-080-006-0-250	Unemployment Compensation Insurance	$921.00
5-1222-412-00-080-006-0-260	Worker's Compensation Insurance	$565.00

TOTAL BUDGET INCREASE (DECREASE) **$205,942.01**

REASON: 2015 Budget.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

DATE: December 16, 2014

DEPARTMENT HEAD: Rene Guerra

DEPARTMENT NAME: District Attorney's Office

ACCOUNT NUMBER: **5-1223-412-00-080-007-0-XXX**

Contact Person: Roy Cazares **Ph#:** 318-2300 Ext. 758

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
5-1223-412-00-080-007-0-113	Regular F/T Employees	$476,431.00
5-1223-412-00-080-007-0-122	Temp Part-Time Employees	$8,320.00
5-1223-412-00-080-007-0-211	Health Insurance	$53,541.00
5-1223-412-00-080-007-0-212	Life Insurance	$340.00
5-1223-412-00-080-007-0-220	FICA	$37,084.00
5-1223-412-00-080-007-0-230	Employee Retirement	$51,530.00
5-1223-412-00-080-007-0-250	Unemployment Compensation Insurance	$2,909.00
5-1223-412-00-080-007-0-260	Worker's Compensation Insurance	$868.00
5-1223-412-00-080-007-0-320	Professional	$1,000.00
5-1223-412-00-080-007-0-336	Computer Services	$1,000.00
5-1223-412-00-080-007-0-342	Technical Services	$2,000.00
5-1223-412-00-080-007-0-421	Disposal	$50.00
5-1223-412-00-080-007-0-430	Repair and Maintenance Services	$2,000.00
5-1223-412-00-080-007-0-532	Wireless Devices	$9,600.00
5-1223-412-00-080-007-0-550	Printing & Binding	$4,000.00
5-1223-412-00-080-007-0-583	Travel Out of County	$1,000.00
5-1223-412-00-080-007-0-584	Registration Fees	$1,500.00
5-1223-412-00-080-007-0-610	General Supplies	$7,000.00
5-1223-412-00-080-007-0-640	Reference Materials	$1,000.00
5-1223-412-00-080-007-0-660	Furnishings and equipment - Controlled	$2,500.00
5-1223-412-00-080-007-0-751	Machinery and Equipment	$2,000.00
5-1223-412-00-080-007-0-761	Software	$1,000.00
5-1223-412-00-080-007-0-812	Software License Renewal	$1,500.00
5-1223-412-00-080-007-0-831	Court Cost & Investigation	$50,000.00
5-1223-412-00-080-007-0-841	Aid to Government Agency	$200.00
5-1223-412-00-080-007-0-890	Other	$5,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**$723,373.00**

REASON: 2015 Budget.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

___/___/___
DATE

ATTEST COUNTY CLERK

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: District Attorney's Office/ 080 DATE: 12/16/2014

CURRENT POSITION TITLE: Coordinator I SLOT. #: 031

REQUESTED POSITION TITLE:

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other DELETE SLOT

POSITION SALARY REQUEST:

Salary Amount: $ 35,391.00 (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ -35,391.00 (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☒ Other 5-1222-412-00-080-006-0 – 114 -- DA BAD CHECKS ACCOUNT

POSITION Type:

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☒ X

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)
01/01/2015				

CIVIL SERVICE:		FLSA:	
Exempt	☑	Exempt	☐
Non-Exempt	☐	Non-Exempt	☑
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Position is no longer needed.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	12/04/2014 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	Esther A. Cortez by Sylvia Rios HUMAN RESOURCES DIRECTOR	12.11.14 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/12/2014 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER:
Hidalgo County District Attorney's Office

DATE:
12/16/2014

CURRENT POSITION TITLE:

CURRENT SLOT. #:
T144

REQUESTED POSITION TITLE: Clerk IV

REQUEST FOR:

☒ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other

POSITION SALARY REQUEST:

1		$8,320.00	$ 8,320.00
NO. OF POSITIONS	CURRENT GRADE & STEP	PROPOSED GRADE & STEP	NET CHANGE

Position to be funded from one of the following:

☒ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☒ Other **5-1223-412-00-080-007-0-122**

POSITION TYPE:

Full Time Employee Object 113 ☐
Part Time Employee Object 114 ☐
$20.00 hrly — Enter hourly rate for temp. positions

Full Time Temporary Object 121 ☐
Part Time Temporary Object 122 XX
$20.00 hrly * 416 hrs = $8,320.00 (6 months) — Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

01/01/2015	06/30/2015	Mon-Fri	16 hrs per week	6 months
Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	X	Exempt	
Non-Exempt		Non-Exempt	X
N/A			

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Working on modification of forms such as judgments, waivers and also make sure that we are in compliance with CJIS.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

12/04/2014

1.	Roy Cazares for Rene Guerra	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	■ YES	☐ NO
2.	Esthela A. Cortez by Sylvia Ruiz HUMAN RESOURCES DIRECTOR	12.11.14 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/12/2014 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
DEC - 8 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER:
Hidalgo County District Attorney's Office (080) - 1100

DATE:
12/16/2014

CURRENT POSITION TITLE:

NEW SLOT. #:
109

REQUESTED POSITION TITLE: Victim Assistance Coordinator

REQUEST FOR:

☒ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other

POSITION SALARY REQUEST:

NO. OF POSITIONS	CURRENT GRADE & STEP	PROPOSED GRADE & STEP		NET CHANGE
1		$40,000.00	$	40,000.00

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☒ Will Require Additional Funds

☒ Other 5-1100-412-00-080-002-0-113

POSITION TYPE:

Full Time Employee Object 113 [X]
Part Time Employee Object 114 [ ]
Enter hourly rate for temp. positions

Full Time Temporary Object 121 [ ]
Part Time Temporary Object 122 [ ]
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	X	Exempt	
Non-Exempt		Non-Exempt	X
N/A			

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)
Positions is required by law under the Code of Criminal Procedures (Art. 56.04). This positions will need to ensure that a victim, guardian of a victim, or close relative of a deceased victim is afforded the rights granted victims, guardians, and relatives by Articles 56.02 and 56.021.

The victim assistance coordinator shall work closely with appropriate law enforcement agencies, prosecuting attorneys, the Board of Pardons and Paroles, and the judiciary in carrying out that duty.

NEW POSITION: Brief job description and attach a copy of the new job description.

See Attachment

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

12/03/2013

1.	Roy Cazares for Rene Guerra	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	■ YES	☐ NO
2.	Esther A. Cortez by Sylvia Rios HUMAN RESOURCES DIRECTOR	12.11.14 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/12/2014 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER:
Hidalgo County District Attorney's Office

DATE:
12/16/2014

CURRENT POSITION TITLE: Intake Clerk I

CURRENT SLOT. #:
101

REQUESTED POSITION TITLE:

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other **DELETE SLOT**

POSITION SALARY REQUEST:

NO. OF POSITIONS	CURRENT GRADE & STEP	PROPOSED GRADE & STEP	NET CHANGE
1	33,280.00		$ -33,280.00

Position to be funded from one of the following:

☒ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☒ Other 5-1223-412-00-080-007-0-114

POSITION TYPE:

Full Time Employee Object 113 ☐
Part Time Employee Object 114 X
Enter hourly rate for temp. positions

Full Time Temporary Object 121 ☐
Part Time Temporary Object 122 ☐
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)
01/01/2015				

CIVIL SERVICE:		FLSA:	
Exempt	X	Exempt	
Non-Exempt		Non-Exempt	X
N/A			

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

DELETING SLOT

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Roy Cazares for Rene Guerra	12/04/2014 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	■ YES	☐ NO
2.	Editha A. Cortez by Sylvia Rios HUMAN RESOURCES DIRECTOR	12.11.14 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/12/2014 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE

VICTIM ASSISTANCE COORDINATOR

GENERAL DESCRIPTION

Coordinates support services and information to crime victims, and their families in compliance with Code of Criminal Procedures; Insures that crime victims and/or their families are afforded the rights granted to victims by the Code of Criminal Procedure. Prepares all the needed information required for the victim's court case. Position requires a high level of confidentiality.

EXAMPLES OF WORK PERFORMED

Coordinates with local community agencies and other victim advocacies to ensure victims are aware of their rights

Assists attorneys with case staffing; ensures all cases are assigned as necessary

Provides training or education to the community

Coordinate the gathering and submission of information for payment of medical examinations under the Texas Code of Criminal Procedures for victims

Assists in providing crisis counseling as necessary

Refer victims or their families to social service agencies that may offer additional assistance

May travel to and from different locations inside and outside the County of Hidalgo for the purpose of interviewing and gathering information from a victim

Responsible for protecting the rights of the victim and survivors of violent crimes

May provide training within the criminal justice system and in the community to facilitate increased knowledge and understanding of family violence dynamics and to promote sensitivity to victims

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

One to two (1-2) years of social service, criminal justice, or related experience

Associate's degree in social service, criminal justice, or related field

Graduation from an accredited four (4) year college or university with major course work in social services or related field

Two (2) years of experience may be substituted for one (1) year of education

Certificates, License and Registration

Must have a current valid Texas motor vehicle operator's license

Must be able to be insured by the County's insurance carrier

THIS IS A SECURITY SENSITIVE POSITION

Position requires gathering, decimating and storage of sensitive crime victim's documents and offense reports

BACKGROUND INVESTIGATION IS REQUIRED FOR THIS POSITION

Knowledge, Skills, and Abilities

Ability to maintain full confidentiality about victims and their families

Must follow strict rules regarding the gathering, decimating, and storage sensitive crime victims' documents, reports, and other information

Ability to read, analyze and interpret general business periodicals, professional journals, technical procedures, or government regulations

Ability to read, write and speak both English and Spanish

Ability to write generalized report

Excellent interviewing and counseling skills

Ability to plan and organize effectively

Ability to establish and maintain effective working relationships with other county employees and officials, representatives of victim/witness advocacy and assistance groups, court personnel, attorneys and the general public

Ability to effectively present information and respond to questions from groups, supervisors and the general public

Must have some personal computer knowledge

Ability to learn new computer software

Must be familiar with MS Windows products

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE

CLERK IV

GENERAL DESCRIPTION

Performs advanced (senior-level) clerical work in areas such as bookkeeping, inventory control, statistics, employment, human resources, purchasing, and accounting; Work involves compiling and tabulating data, checking documents for accuracy, handling and transporting documents and/or stock and inventory, and maintaining files; May train others; May supervise the work of others; Works under limited supervision with considerable latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Oversees, prepares, edits, and reconciles discrepancies in, and reviews for accuracy and completeness reports, purchase orders, correspondence, summaries, manuals, vouchers, journals, ledgers, requisitions, records, and other related forms

Answers inquiries regarding procedures and policies, and provides routine information to the public by mail or telephone

Posts information to agency records and modifies forms or records

Assembles, organizes, and tabulates data, and develops charts, graphs, and tables

Maintains and/or oversees the maintenance of files, materials, and supplies, and oversees the receiving, storing, and issuing of stock items

May open and distribute incoming mail and prepare mail-outs

May perform data entry and retrieval and arithmetic computations

May maintain office schedules and appointments

May perform back-up receptionist or telephone switchboard duties

May receive, maintain accountability for, and forward payments to the appropriate agency staff

May screen applicants and assist in orienting employees; may conduct preliminary Interviews

May administer employment tests

May arrange the scheduling, transfer, and display of surplus property

May make arrangements for or obtain bids for repairs and services

May inspect merchandise for quality and compliance with specifications

May train, oversee or supervise the work of others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Three to five (3-5) years of progressive experience in clerical work

Graduation from a high school or equivalent (GED)

Vocational training

Experience and education may be substituted for one another

Certificates, Licenses, Registrations

Must have a current valid Texas motor vehicle operator's license

Must be able to be insured by the County's insurance carrier

Knowledge, Skills, and Abilities

Knowledge of business or program terminology, office procedures, spelling, punctuation, grammar, and arithmetic; of records administration and maintenance techniques and procedures; of warehousing procedures; and of state purchasing policies and procedures

Skill in using a personal computer and office equipment; MS Word and Excel

Ability to make arithmetic computations; to prepare and maintain detailed records, files, and reports; to transfer stock from one location to another; to maintain files, and to train or supervise the work of others

Supervisory skills preferred

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

AI -47663 **County Clerk** **11. A.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Sandra Solis, COUNTY CLERK

Department: COUNTY CLERK

Information

CAPTION

REQUESTING APPROVAL OF 2015 ELECTED OFFICIAL BONDS:
Arturo Guajardo, Jr., County Clerk
Jose Eduardo Guerra, Sheriff
Atanacio "J.R." Gaitan, Constable Pct. 4
Joseph Palacios, Commissioner, Pct. 4
Homero, Jasso, Justice of the Peace, Pct. 4 Pl. 2
Rodolfo Gonzalez, Judge, County Court at Law No. 1
Arnoldo Cantu, Judge, County Court at Law No. 5
Albert Garcia, Judge, County Court at Law No. 6
Enrique Omar Maldonado, Judge, County Court at Law No. 8
Jaime J. Palacios, Judge, County Court at Law No. 2

BACKGROUND

Fiscal Impact

Attachments

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10

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/05/2014 08:44 AM

Purchasing Department	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Sandra Solis		Started On: 12/04/2014 02:25 PM
Final Approval Date: 12/12/2014		

Bond No. _____

FILED
AT 9:45 O'CLOCK A M
DEC 12 2014
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

OFFICIAL BOND AND OATH
STATE FARM FIRE AND CASUALTY COMPANY
BLOOMINGTON, ILLINOIS

KNOW ALL PERSONS BY THESE PRESENTS:

That we, **ENRIQUE OMAR MALDONADO** (Principal) of _____

1911 MESA DRIVE	**EDINBURG**	**TEXAS**	**78539**
Street Address	*City*	*State*	*zip*

as Principal, and STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois, as surety, are held and firmly bound unto **HIDALGO COUNTY**

in the penal sum of **TEN THOUSAND AND 00/100** Dollars

($ **10,000.00**), for the payment of which, well and truly to be made, we do hereby severally bind ourselves, our heirs, executors, administrators, successors, and assigns, firmly by these presents.

Sealed with our Seals, and dated this **9TH** day of **DECEMBER**, **2014**.

THE CONDITION OF THIS OBLIGATION ARE SUCH, that, Whereas, the said Principal has been elected or appointed to the office of **JUDGE OF COUNTY COURT AT LAW #8**

_____ for a term of **4 YEARS**

_____ beginning on **JANUARY 1, 2015** and

ending on **JANUARY 1, 2019**.

NOW, THEREFORE, if the said Principal shall well, truly and faithfully perform all official duties required by law of such official during the term aforesaid, the principal and the Surety hereby agreeing that if said bond is required by any statute, all the provisions of such statute are hereby made a part of this bond, then this obligation shall be void, otherwise to remain in full force and effect.

_____
Principal

STATE FARM FIRE AND CASUALTY COMPANY

By: _____
Attorney-in-fact

The within bond and the Surety thereon are hereby approved this 9th day of December, 2014.

OATH OF OFFICE

FILED
AT 9:45 O'CLOCK A M
DEC 12 2014
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

STATE OF **TEXAS**

SS

COUNTY OF **HIDALGO**

ENRIQUE OMAR MALDONADO being
Principal (print name)

duly sworn, says that he/she will support the constitution of the United States and of the State of

and that he/she will faithfully, honestly and impartially perform and discharge the

duties of the office/position to which he/she has been appointed while he/she shall hold said office.

Signature of Principal

Sworn to by said **ENRIQUE OMAR MALDONADO**
Principal (print name)

before me, and subscribed in my presence this

12th day of December A.D. 2014

Notary Public

Notary Seal

MARIA R. RUIZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 06-24-2017

June 24, 2017
Commission Date

WESTERN SURETY COMPANY • ONE OF AMERICA'S OLDEST BONDING COMPANIES

Texas

Western Surety Company

FILED
AT 10:25 O'CLOCK A M
APR 25 2013
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY: DEPUTY

OFFICIAL BOND AND OATH

THE STATE OF TEXAS
County of Hidalgo } ss

KNOW ALL PERSONS BY THESE PRESENTS: BOND No. 61657806

That we, Jaime J Palacios, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto [1]County of Hidalgo, Texas, his successors in office, in the sum of [2] Ten Thousand and 00/100 DOLLARS ($10,000.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 16th day of April, 2013.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 1st day of January, 2003, duly Elected (Elected—Appointed) to the office of County Judge in and for [3]Hidalgo County, State of Texas, for a term of 4 years commencing on the 16th day of April, 2013.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall [4]

pay all money that comes into his hands as county judge to the person or officer entitled to it; pay to the county all money illegally paid to him out of county funds; and not vote or consent to pay out county funds for other than lawful purposes.

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims that may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any recovery for any amount shall not be cumulative.

PROVIDED FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

WESTERN SURETY COMPANY • CORPORATE SEAL • SOUTH DAKOTA

Principal

WESTERN SURETY COMPANY

By Paul T. Bruflat

Paul T. Bruflat, Senior Vice President

WESTERN SURETY COMPANY • ONE OF AMERICA'S OLDEST BONDING COMPANIES

FILED
AT 10:25 O'CLOCK A M
APR 25 2013
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS }
} ss
County of _____ }

Before me, _____ on this day, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at _____, Texas, this _____ day of _____, _____.

_____

SEAL

_____ County, Texas

OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, Jaime J. Palacios, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Hidalgo County Court at Law #2, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____, _____.

_____

SEAL

_____ County, Texas

OATH OF OFFICE
(General)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____, _____.

_____

SEAL

_____ County, Texas

FILED
AT 10:25 O'CLOCK A M
APR 25 2013
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY DEPUTY

THE STATE OF TEXAS
County of _____ } ss

The foregoing bond of _____ as _____ in and for _____ County and State of Texas, this day approved in open Commissioner's Court.

ATTEST: Date _____, _____

_____ Clerk _____ County Judge,

County Court _____ County _____ County, Texas

THE STATE OF TEXAS
County of _____ } ss

I, _____, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the _____ day of _____, _____, with its certificates of authentication, was filed for record in my office the _____ day of _____, _____, at _____ o'clock ___ M., and duly recorded the _____ day of _____, _____, at _____ o'clock ___ M., in the Records of Official Bonds of said County in Volume _____, on page _____.

WITNESS my hand and the seal of the County Court of said County, at office in _____, Texas, the day and year last above written.

_____ Clerk

By _____ Deputy County Court _____ County

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA
County of Minnehaha } ss

Before me, a Notary Public, in and for said County and State on this 16th day of April, 2013, personally appeared Paul T. Bruflat to me known to be the identical person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

S. EICH
SEAL NOTARY PUBLIC SOUTH DAKOTA SEAL

S. Eich
Notary Public

My Commission Expires February 12, 2015

RENEWAL NOTICE - DIRECT BILL

RLI Surety - Dallas
(TEX01)

Bond No.: RSB4016844
Term: 01-01-2015 to 01-01-2019
Zip Code: 78516

Albert Garcia
1113 Ortega Circle
Alamo, TX 78516

For Questions Call:

Thomas Guzman Insurance Of Tx
PO Box 1676
Pharr, TX 78577

(956) 787-4836 13290

WHAT ARE MY BOND DETAILS?

Principal's Name: Albert Garcia
Principal's Address:
1113 Ortega Circle
Alamo, TX 78516

Principal's Billing Name & Address (if different):

Bond Number: RSB4016844
Bond Amount: $ 10,000.00
Description: Judge County Court At Law #6
Obligee Name: Hidalgo County Treasurer

WHAT DO I OWE AND WHEN?

TOTAL DUE: **$ 355.00**

PLEASE PAY BY: **11-26-2014**

(If payment has already been made, please disregard this notice.)

WHAT DO I NEED TO KNOW?

In order to renew this bond coverage for the next term with your Obligee, the total due must be paid before the due date. If proof of renewal is required by the Obligee to extend the coverage, appropriate renewal documents will be mailed after payment is received. If payment is not received, the bond may be cancelled. If you have questions, please contact your agent listed above. Thank you for choosing **RLI**.

HOW DO I PAY?

PAY ONLINE
It's easy to pay online at
www.rlisurety.com/paynow
(Bond No. & Zip Code required)

PAY BY PHONE
Call **1-800-645-2402** to make a credit card or ACH payment

PAY BY MAIL
Complete remittance form below and mail to RLI along with check or money order

Generated: 10-29-2014

M0006O14

GUZMAN INSURANCE AGENCY
THANK YOU FOR YOUR BUSINESS
web : guzmaninsuranceagency.com
email : guzmanins@sbcglobal.net
956-787-4836

date 11 / 25 / 14 No. 662174

received from GArcia Albert $355.00

amount _____ dollars

for payment of # RSB 4016844

○ cash ○ money order ○ credit card ✓ check # 2698

CASH 2.00

amount due		
amount paid		
balance		

from _____ to _____

signature A Perez

88SWS

RLI Insurance Company
P.O. Box 3967
Peoria, IL 61612-3967
Phone: (309) 692-1000 Fax: (309) 683-1610

Official Bond And Oath

FILED
AT 2:20 O'CLOCK P M
DEC 10 2014
ARTURO GUAJARDO JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

Bond No. RSB4016844

KNOW ALL MEN BY THESE PRESENTS:

That we, Albert Garcia, as Principal, and **RLI Insurance Company**, a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the Hidalgo County Treasurer in the penal sum of Ten Thousand Dollars And No Cents DOLLARS ($ 10,000.00), to the payment of which sum, well and truly to be made, we jointly and severally bind ourselves and our legal representatives firmly by these presents.

DATED this 9th day of December, 2014.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas, the said Principal was duly ☐ elected ☐ appointed to the office of Judge County Court At Law #6 in the State of Texas for the term commencing on the 1st day of January, 2015 and ending on January 1, 2019. NOW THEREFORE, if the said Principal shall faithfully perform the duties of his said office, then this obligation shall be void and of no effect.

This bond is executed by the Surety upon the following express conditions:

FIRST, the Surety shall not be liable hereunder for the loss of any public moneys or funds occurring through or resulting from the failure of, or default in payment by, any banks or depositories in which any public moneys or funds have been deposited, or may be deposited, or placed to the credit, or under the control of the Principal, whether or not such banks or depositories were or may be selected or designated by the Principal or by other persons; or by reason of the allowance to, or acceptance by the Principal or any interest on said public moneys or funds, any law, decision, ordinances, or statute to the contrary not withstanding.

SECOND, that the Surety shall not be liable for any loss or losses, resulting from the failure of the Principal to collect any taxes, licenses, levies, assessments, etc., with the collections or which he may be chargeable by reason of his election or appointment as aforesaid.

THIRD, that the Surety may, if it shall so elect, cancel this bond by giving thirty (30) days notice in writing to the Obligee and this bond shall be deemed canceled at the expiration of said thirty (30) days; the Surety remaining liable, however, subject to all the terms, conditions and provisions of this bond for any act or acts covered by this bond which may have been committed by the Principal up to the date of such cancellation.

Countersigned

By _____

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

Albert Garcia
Principal

RLI Insurance Company

Roy C. Die Attorney In Fact

APPROVAL:
I have inspected the above Bond and do hereby certify that the same is sufficient.

Approving Officer

Title

RLI Insurance Company
P.O. Box 3967
Peoria, IL 61612-3967
Phone: (309) 692-1000 Fax: (309) 683-1610

POWER OF ATTORNEY

RLI Insurance Company

FILED
AT 1:20 O'CLOCK PM
DEC 10 2014
RICARDO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

Bond No. RSB4016844

Know All Men by These Presents:

That the **RLI Insurance Company**, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint: Roy C. Die in the City of Peoria, State of Illinois, its regularly elected Vice President, as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on their behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars ($10,000,000) for any single obligation, and specifically for the following described bond.

Principal: Albert Garcia
Obligee: Hidalgo County Treasurer
Type Bond: Judge County Court At Law #6
Bond Amount: $ 10,000.00
Effective Date: January 1, 2015

RLI Insurance Company further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 9th day of December, 2014.

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

ATTEST:

Cynthia S. Dohm — Assistant Secretary

RLI Insurance Company

Roy C. Die — Vice President

On this 9th day of December, 2014 before me, a Notary Public, personally appeared Roy C. Die, and Cynthia S. Dohm, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said **RLI Insurance Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Jacqueline M. Bockler — Notary Public

NOTARY PUBLIC STATE OF ILLINOIS
"OFFICIAL SEAL"
JACQUELINE M. BOCKLER
COMMISSION EXPIRES 01/14/18

FILED
AT 2:20 O'CLOCK P M
DEC 10 2014
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

OATH OF OFFICE

THE STATE OF TEXAS }
COUNTY OF HIDALGO } SS

ALBERT GARCIA, being duly sworn, says that he will support the Constitution of the United States and the Constitution of the State of TEXAS, and that he will faithfully discharge the duties of his said office as County Court At Law No. Six (6).

Subscribed and sworn to before me this 10th day of December, 2014.

My Commission Expires

RAQUEL NEVAREZ
Notary Public, State of Texas
My Commission Expires
June 29, 2017

Raquel N
Notary Public
RAQUEL NEVAREZ

ACKNOWLEDGEMENT OF SURETY

STATE OF Illinois }
COUNTY OF Peoria } SS

On this 9th day of December, 2014, before me, a Notary Public in and for said County, personally appeared Roy C. Die, personally known to me, who being by me duly sworn, did say that he/she is the aforesaid Attorney In Fact of the **RLI Insurance Company** of Peoria, Illinois, a corporation duly organized and existing under the laws of the State of Illinois, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the said instrument was signed, sealed and executed in behalf of said corporation by authority of its Board of Directors, and further acknowledge that the said instrument and the execution thereof to be a voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal the day and year last above written.

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

Jacqueline M. Bockler
Jacqueline M. Bockler Notary Public

My Commission Expires

01-14-2018

NOTARY PUBLIC STATE OF ILLINOIS
"OFFICIAL SEAL"
JACQUELINE M. BOCKLER
COMMISSION EXPIRES 01/14/18

RLI Insurance Company
P.O. Box 3967
Peoria, IL 61612-3967
Phone: (309) 692-1000 Fax: (309) 683-1610

Official Bond And Oath

Bond No. RSB0528322

2:30 FILED
AT O'CLOCK P M
DEC 08 2014
ARTURO GUAJARDO JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY DEPUTY

KNOW ALL MEN BY THESE PRESENTS:

That we, Arnoldo Cantu Jr., as Principal, and **RLI Insurance Company**, a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the Hidalgo County Treasurer in the penal sum of Ten Thousand Dollars And No Cents DOLLARS ($ 10,000.00), to the payment of which sum, well and truly to be made, we jointly and severally bind ourselves and our legal representatives firmly by these presents.

DATED this 21st day of November, 2014.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas, the said Principal was duly ☐ elected ☐ appointed to the office of Judge in the State of Texas for the term commencing on the 9th day of December, 2014 and ending on December 9, 2018. NOW THEREFORE, if the said Principal shall faithfully perform the duties of his said office, then this obligation shall be void and of no effect.

This bond is executed by the Surety upon the following express conditions:

FIRST, the Surety shall not be liable hereunder for the loss of any public moneys or funds occurring through or resulting from the failure of, or default in payment by, any banks or depositories in which any public moneys or funds have been deposited, or may be deposited, or placed to the credit, or under the control of the Principal, whether or not such banks or depositories were or may be selected or designated by the Principal or by other persons; or by reason of the allowance to, or acceptance by the Principal or any interest on said public moneys or funds, any law, decision, ordinances, or statute to the contrary not withstanding.

SECOND, that the Surety shall not be liable for any loss or losses, resulting from the failure of the Principal to collect any taxes, licenses, levies, assessments, etc., with the collections or which he may be chargeable by reason of his election or appointment as aforesaid.

THIRD, that the Surety may, if it shall so elect, cancel this bond by giving thirty (30) days notice in writing to the Obligee and this bond shall be deemed canceled at the expiration of said thirty (30) days; the Surety remaining liable, however, subject to all the terms, conditions and provisions of this bond for any act or acts covered by this bond which may have been committed by the Principal up to the date of such cancellation.

Countersigned

By_____

Arnoldo Cantu Jr.
Principal

RLI Insurance Company

Roy C. Die Attorney In Fact

APPROVAL:
I have inspected the above Bond and do hereby certify that the same is sufficient.

Approving Officer

Title

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

OATH OF OFFICE

THE STATE OF Texas
COUNTY OF Hidalgo } USA SS

Arnoldo Cantu Jr, being duly sworn, says that he will support the Constitution of the United States and the Constitution of the State of Texas, and that he will faithfully discharge the duties of his said office as Judge Hidalgo County Court at Law #5

Subscribed and sworn to before me this 9th day of Dec., 2014

My Commission Expires

May 19, 2018.

JOANNA G GUERRA
My Commission Expires
May 19, 2018

Notary Public

Joanna G. Guerra

ACKNOWLEDGEMENT OF SURETY

STATE OF Illinois
COUNTY OF Peoria } SS

On this 21st day of November, 2014, before me, a Notary Public in and for said County, personally appeared Roy C. Die, personally known to me, who being by me duly sworn, did say that he/she is the aforesaid Attorney In Fact of the **RLI Insurance Company** of Peoria, Illinois, a corporation duly organized and existing under the laws of the State of Illinois, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the said instrument was signed, sealed and executed in behalf of said corporation by authority of its Board of Directors, and further acknowledge that the said instrument and the execution thereof to be a voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal the day and year last above written.

Jacqueline M. Bockler

Jacqueline M. Bockler Notary Public

My Commission Expires

01-14-2018

"OFFICIAL SEAL"
JACQUELINE M. BOCKLER
NOTARY PUBLIC STATE OF ILLINOIS
COMMISSION EXPIRES 01/14/18

RLI Insurance Company
P.O. Box 3967
Peoria, IL 61612-3967
Phone: (309) 692-1000 Fax: (309) 683-1610

POWER OF ATTORNEY

RLI Insurance Company

FILED
AT 2:20 O'CLOCK P M
DEC 08 2014
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

Bond No. RSB0528322

Know All Men by These Presents:

That the **RLI Insurance Company**, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint: Roy C. Die in the City of Peoria, State of Illinois, its regularly elected Vice President, as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on their behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars ($10,000,000) for any single obligation, and specifically for the following described bond.

Principal: Arnoldo Cantu Jr.
Obligee: Hidalgo County Treasurer
Type Bond: Judge
Bond Amount: $ 10,000.00
Effective Date: December 9, 2014

RLI Insurance Company further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 21st day of November, 2014.

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

ATTEST:

Cynthia S. Dohm Assistant Secretary

RLI Insurance Company

Roy C. Die Vice President

On this 21st day of November, 2014 before me, a Notary Public, personally appeared Roy C. Die, and Cynthia S. Dohm, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said **RLI Insurance Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

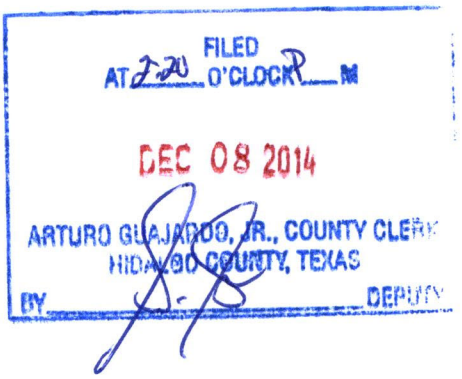
Jacqueline M. Bockler Notary Public

NOTARY PUBLIC STATE OF ILLINOIS "OFFICIAL SEAL" JACQUELINE M. BOCKLER COMMISSION EXPIRES 01/14/18

A0000113

RLI®

909 Lake Carolyn Pkwy, Ste 800
Irving, TX 75039



Arnoldo Cantu Jr.
505 West 9th
San Juan, TX 78589

November 21, 2014

RE: Bond Renewal RSB0528322 Arnoldo Cantu Jr.

Dear Principal:

This letter confirms our receipt of your premium payment and serves as notification of your bond renewal.

Attached is the Continuation Certificate or new bond that renews this bond.

Dear Producer:

This serves as your notification the above bond has renewed with our company. Renewal documents have been sent directly to the Principal.

Thank you for placing your surety business with **RLI/CBIC**.

Sincerely,

Cynthia S. Dohm

Requisition

Req # 00267828

PO # 718196
Date: 12/08/14

Bill To: x
x

Vendor : 282731
CANTU, ARNOLDO JR. JUDGE
C/O COUNTY COURT AT LAW #5

Ship To: COUNTY COURT AT LAW #5
100 N. CLOSNER, 3RD FL
EDINBURG TX 78539

Contact: jguerra
956-318-2460

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	YEAR	OM Reimbursement for Judge Arnoldo Cantu, jr- Surety bond- official bond-	355.00	355.00
		Account No	Encumbrance	
		4-1100-412-00-025-001-0-529	355.00	
			Freight	.00
			Total	355.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Bond No. **90 GY 2174 3**

FILED
AT 9:30 O'CLOCK AM
DEC 12 2014
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

StateFarm

OFFICIAL BOND AND OATH
STATE FARM FIRE AND CASUALTY COMPANY
BLOOMINGTON, ILLINOIS

KNOW ALL PERSONS BY THESE PRESENTS:

That we, **RODOLFO GONZALEZ** *Principal* of _____

507 WOODLAND DR *Street Address* **PHARR** *City* **TX** *State* **78577** *zip*

as Principal, and STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois, as surety, are held and firmly bound unto **COUNTY OF HIDALGO**

in the penal sum of **TEN THOUSAND AND NO/100** Dollars

($ **10,000.00**), for the payment of which, well and truly to be made, we do hereby severally bind ourselves, our heirs, executors, administrators, successors, and assigns, firmly by these presents.

Sealed with our Seals, and dated this **2ND** day of **DECEMBER**, **2014**.

THE CONDITION OF THIS OBLIGATION ARE SUCH, that, Whereas, the said Principal has been elected or appointed to the office of **JUDGE**

_____ for a term of **4YRS**

_____ beginning on **JANUARY 1, 2015** and

ending on **JANUARY 1, 2019**.

NOW, THEREFORE, if the said Principal shall well, truly and faithfully perform all official duties required by law of such official during the term aforesaid, the principal and the Surety hereby agreeing that if said bond is required by any statute, all the provisions of such statute are hereby made a part of this bond, then this obligation shall be void, otherwise to remain in full force and effect.

_____
Principal

STATE FARM FIRE AND CASUALTY COMPANY

By: _____
Attorney-in-fact

STATE FARM FIRE AND CASUALTY COMPANY CORPORATE SEAL BLOOMINGTON, ILLINOIS

The within bond and the Surety thereon are hereby approved this 2nd day of DEC, 2014

OATH OF OFFICE

STATE OF _____

SS

COUNTY OF _____

_____ being
Principal (print name)

duly sworn, says that he/she will support the constitution of the United States and of the State of

and that he/she will faithfully, honestly and impartially perform and discharge the

duties of the office/position to which he/she has been appointed while he/she shall hold said office.

_____
Signature of Principal

Sworn to by said _____
Principal (print name)

before me, and subscribed in my presence this

_____ day of _____ A.D. _____

_____
Notary Public

Notary Seal

_____
Commission Date

Power of Attorney

STATE FARM FIRE AND CASUALTY COMPANY

FILED AT 9:30 O'CLOCK A M
DEC 12 2014
ARTURO GUAJARDO, JR. COUNTY CLERK
MCLEAN COUNTY, ILLINOIS
BY DEPUTY

KNOW ALL PERSONS BY THESE PRESENTS: That STATE FARM FIRE AND CASUALTY COMPANY, an Illinois corporation, with its principal office in Bloomington, Illinois, does hereby constitute and appoint: Eugina Brant, Amanda J. Clifton, Ceola Campbell, Pamela Chancellor, Julie Fehrman, Kim Filter, Mark Fink, Julie Freed, Matthew J. Gibbons, Jay W. Hendren, John R. Horton, Jerry Jacek, Cynthia Johnson, Susan K. Johnson, Connie S. Knox, Christine Macdonnell, Lori McDowell, Thomas P. Miller, Melissa L. Morris, Vicki Redman, Leann Rees, Suzanne M. Robertson, Alice Schuler, Karen Sparks, Mary A. Spotts, Steven M. Straub, Heidi Stevens, Perry Tracy, Kathy J. Walker, Karen Weber, Karli Yoder of Bloomington, Illinois its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in the nature of a bond as follows:

Any such obligation in any amount

This appointment is made under and by the authority of a resolution which was passed by the Executive Committee of the Board of Directors of State Farm Fire and Casualty Company on the 10 th day of September, 2013, as is duly authorized by the Board of Directors in Article II, Section 6 of the By-Laws of the Company, which resolution is:

Resolved, that the Officer of the Company who works regularly with surety bonds is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-in-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in the nature of a bond, which the Company might execute through its officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-in-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected or appointed officers of the Company. Any Attorney-in-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of any Officer of the Company noted above and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the any Officer of the Company noted above, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, STATE FARM FIRE AND CASUALTY COMPANY has caused this instrument to be signed by its Assistant Secretary Treasurer, and its Corporate Seal to be affixed this 10 th. day of September, 2013.

This APPOINTMENT SHALL CEASE AND TERMINATE AUTOMATICALLY AS OF DECEMBER 31, 2017, UNLESS SOONER REVOKED AS PROVIDED.

STATE FARM FIRE AND CASUALTY COMPANY
BLOOMINGTON, ILLINOIS

STATE FARM FIRE AND CASUALTY COMPANY

By: John R. Horton
John R. Horton - Assistant Secretary Treasurer

STATE OF ILLINOIS

COUNTY OF McLEAN

On this 10th day of September, 2013, before me personally came John R. Horton to me known, who being duly sworn, did depose and say that he is Assistant Secretary Treasurer of STATE FARM FIRE AND CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such Corporate Seal; and that he executed said instrument on behalf of the corporation by authority of his office under the By-Laws of said corporation.

OFFICIAL SEAL
Pamela Chancellor
NOTARY PUBLIC - STATE OF ILLINOIS
My Commission Expires August 22, 2017

Pamela Chancellor
Notary Public
My commission expires August 22, 2017

CERTIFICATE

I, the undersigned Assistant Secretary Treasurer of STATE FARM FIRE AND CASUALTY COMPANY, do hereby certify that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and sealed at Bloomington, Illinois. Dated this **2ND** day of **DECEMBER 2014**.

STATE FARM FIRE AND CASUALTY COMPANY
BLOOMINGTON, ILLINOIS

Susan K. Johnson
Susan K. Johnson – Assistant Treasurer

If you have a question concerning the validity of this Power of Attorney, call (309) 766-2090.
FB6-9043.51A
(06-10-2014)

Printed in U.S.A.

CNA SURETY

Transaction Report & Invoice

CNA Surety
PO Box 957289
St Louis, MO 63195-7289

Principal Information: ID:

HOMERO JASSO
222 N 12TH AVE

Edinburg, TX 78539

Agency Code: 42-08105

FILED
AT 11:30 O'CLOCK A M
DEC 08 2014
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY: DEPUTY

Ruby Casas Insurance Agency
702 North Closner
Edinburg, TX 78539-2548

YOU CAN PAY ONLINE BY VISITING ONLINEPAY.CNASURETY.COM

Transaction Description:

Bond/Policy #: 62236248

Transaction Effective Date: 01/01/2015

Written By: Western Surety Company

Description: Justice of the Peace County of Hidalgo

Obligee: County of Hidalgo

Effective Date: 01/01/2015
Expiration Date: 01/01/2019
Current Penalty: $5,000.00
Renewal Method:

Gross Premium Charge: $177.50

Change Detail:

Agent: You may remove stub below to use as a billing/credit invoice

CNA Surety

INVOICE

CO. #	BOND/POLICY #	EFFECTIVE DATE	ANNIVERSARY DATE	PROCESS DATE	PENALTY
0601	62236248	01/01/2015	01/01/2019	12/05/2014	$5,000.00

PRINCIPAL HOMERO JASSO
222 N 12TH AVE, Edinburg, TX 78539

RISK STATE TX WRITTEN BY Western Surety Company
DESCRIPTION Justice of the Peace County of Hidalgo

OBLIGEE County of Hidalgo

AGENCY CODE	
42-08105	$177.50

Your agent is: Ruby Casas Insurance Agency
702 North Closner
Edinburg, TX 78539-2548

Western Surety Company

Texas

Executed In Duplicate

FILED
AT 11:30 O'CLOCK A M
DEC 08 2014
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS
County of Hidalgo } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 62236248

That we, HOMERO JASSO, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto [1] Hidalgo County Judge, his successors in office, in the sum of [2] Five Thousand and 00/100 DOLLARS ($5,000.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 5th day of December, 2014.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 4th day of November, 2014, duly Elected (Elected—Appointed) to the office of Justice of the Peace in and for [3] Hidalgo County, State of Texas, for a term of 4 years commencing on the 1st day of January, 2015.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall [4]

faithfully amd impartially discharge the duties required by law and promptly pay to the entitled party all money that comes into his hands during the term of office.

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

✓ _____
Principal

WESTERN SURETY COMPANY

By _____
Paul T. Bruflat, Vice President

Executed In Duplicate

FILED
AT 11:30 O'CLOCK A M
DEC 08 2014
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS }
County of _____ } ss

Before me, _____ on this day, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at _____, Texas, this _____ day of _____, _____.

_____

SEAL

_____ County, Texas

OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____, _____.

_____

SEAL

_____ County, Texas

OATH OF OFFICE
(General)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____, _____.

_____

SEAL

_____ County, Texas

FILED
AT 11:30 O'CLOCK A M
DEC 08 2014
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

Executed In Duplicate

THE STATE OF TEXAS
County of _____ } ss

The foregoing bond of _____ as _____ in and for _____ County and State of Texas, this day approved in open Commissioner's Court.

ATTEST: Date _____, _____

_____ Clerk _____ County Judge,

County Court _____ County _____ County, Texas

THE STATE OF TEXAS
County of _____ } ss

I, _____, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the _____ day of _____, _____, with its certificates of authentication, was filed for record in my office the _____ day of _____, _____, at _____ o'clock ___M., and duly recorded the _____ day of _____, _____, at _____ o'clock ___ M., in the Records of Official Bonds of said County in Volume _____, on page _____.

WITNESS my hand and the seal of the County Court of said County, at office in _____, Texas, the day and year last above written.

_____ Clerk

By _____ Deputy County Court _____ County

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA
County of Minnehaha } ss

Before me, a Notary Public, in and for said County and State on this 5th day of December, 2014, personally appeared Paul T. Bruflat to me known to be the identical person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

M. BENT
SEAL NOTARY PUBLIC SOUTH DAKOTA SEAL

M. Bent
Notary Public

My Commission Expires March 2, 2020

INVOICE

12/02/14

FILED
AT 3:00 O'CLOCK P M
DEC 05 2014
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY DEPUTY

Montalvo Insurance Agency
PO Box 2
Weslaco, Texas 78599
956-968-5521

To: **Hidalgo County**
P O Box 1356
Edinburg, TX 78540

Type of Coverage: Public Official's Bond – County Commissioner Joseph Palacios
Company: Old Republic Surety Company
Term: 01/01/15 – 01/01/19
Bond Amount: $3,000
Premium: **$ 178.00**

In order for bond to continue in force the following is required.

1. **Please remit payment check payable to Montalvo Insurance Agency.**
2. **Original signed bond is kept by obligee.**

Thank you for your business!

Old Republic Surety Company
PO Box 1635
Milwaukee, WI 53201-1635

CONTINUATION CERTIFICATE

BOND NUMBER	BOND DESCRIPTION	BOND AMOUNT	EFFECTIVE DATE	EXPIRATION DATE
LPO2109320	County Commissioner	3,000.00	01/01/2015	01/01/2019

PRINCIPAL

JOSEPH PALACIOS
720 ROYAL ST.

EDINBURG, TX 78539

FILED
AT 3:00 O'CLOCK P M
DEC 05 2014
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

OBLIGEE

HIDALGO COUNTY TREASURER
P.O. BOX 324

ELSA, TX 78543

ORIGINAL FOR BOND RENEWAL

THIS BOND CONTINUES IN FORCE TO THE ABOVE EXPIRATION DATE CONDITIONED AND PROVIDED THAT THE LOSSES OR RECOVERIES ON IT AND ANY AND ALL ENDORSEMENTS SHALL NEVER EXCEED THE PENALTY SET FORTH IN THE BOND AND WHETHER THE LOSSES OR RECOVERIES ARE WITHIN THE FIRST AND/OR SUBSEQUENT OR WITHIN ANY EXTENSION OR RENEWAL PERIOD, PRESENT, PAST OR FUTURE ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

SIGNED AND DATED THIS 28th DAY OF September 2014

0895610
MONTALVO INSURANCE AGENCY
208 S. TEXAS BLVD.
P O BOX 2
WESLACO, TX 78599-0002

Old Republic Surety Company
SURETY

By Phyllis M Johnson
ATTORNEY-IN-FACT

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

ORSC 22054 (8/94)

OLD REPUBLIC SURETY COMPANY

FILED
AT 3:00 O'CLOCK P M
DEC 05 2014
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: Phyllis M. Johnson of Brookfield, WI

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding $10,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds),*** as follows: Effective Date: 1/1/2015 12:00:00 AM

Bond Number: LPO2109320 Bond Amount: Three Thousand Dollars $ 3,000.00

Principal Name: JOSEPH PALACIOS

Obligee Name: HIDALGO COUNTY TREASURER of ELSA, TX

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that the president, any vice president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 28th day of September, 2014.

OLD REPUBLIC SURETY COMPANY

Phyllis M. Johnson
Assistant Secretary

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 28th day of September, 2014, personally came before me, Alan Pavlic and Phyllis M. Johnson, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Kathryn R. Pearson
Notary Public

My Commission Expires: 09/28/2018

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

0895610

Signed and sealed at the City of Brookfield, WI this 28th day of September, 2014.

Phyllis M. Johnson
Assistant Secretary

ORSC 22262 (3-06)

MONTALVO INSURANCE AGENCY

WESTERN SURETY COMPANY • ONE OF AMERICA'S OLDEST BONDING COMPANIES

Texas

Western Surety Company

FILED
AT 4:30 O'CLOCK P M
DEC 10 2014
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

OFFICIAL BOND AND OATH

THE STATE OF TEXAS
County of Hidalgo } ss

KNOW ALL PERSONS BY THESE PRESENTS: BOND No. 62240952

That we, Atanacio JR Gaitan, Jr., as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto [1]The Governor and, his successors in office, in the sum of [2] One Thousand Five Hundred and 00/100 DOLLARS ($1,500.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 10th day of December, 2014.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 3rd day of November, 2014, duly Elected (Elected—Appointed) to the office of Constable in and for [3]Hidalgo County, State of Texas, for a term of 2 year commencing on the 31st day of December, 2014.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall [4]

faithfully perform the duties imposed by law.

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Atanacio JR Gaitan, Jr.
Principal

WESTERN SURETY COMPANY

By Paul T. Bruflat
Paul T. Bruflat, Vice President

WESTERN SURETY COMPANY • ONE OF AMERICA'S OLDEST BONDING COMPANIES

FILED
AT 4:30 O'CLOCK P M
DEC 10 2014
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

THE STATE OF TEXAS
County of _____ } ss

The foregoing bond of _____ as _____ in and for _____ County and State of Texas, this day approved in open Commissioner's Court.

ATTEST: Date _____, _____

_____ Clerk _____ County Judge,

County Court _____ County _____ County, Texas

THE STATE OF TEXAS
County of _____ } ss

I, _____, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the _____ day of _____, _____, with its certificates of authentication, was filed for record in my office the _____ day of _____, _____, at _____ o'clock ___M., and duly recorded the _____ day of _____, _____, at _____ o'clock ___ M., in the Records of Official Bonds of said County in Volume _____, on page _____.

WITNESS my hand and the seal of the County Court of said County, at office in _____, Texas, the day and year last above written.

_____ Clerk

By _____ Deputy County Court _____ County

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA
County of Minnehaha } ss

Before me, a Notary Public, in and for said County and State on this 10th day of December, 2014, personally appeared Paul T. Bruflat to me known to be the identical person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA
SEAL SEAL

M. Bent
Notary Public

My Commission Expires March 2, 2020

FILED
AT 4:30 O'CLOCK P M
DEC 10 2014
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY DEPUTY

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS }
County of Hidalgo } ss

Before me, Atanacio JR Gaitan, Jr. on this day, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at Edinburg, Texas, this 10th day of December, 2014.

Cynthia E Borrego

Hidalgo County, Texas

SEAL

CYNTHIA E BORREGO
Notary Public
State of Texas
My Comm. Exp. 12-01-2018

OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____, _____.

_____

SEAL _____ County, Texas

OATH OF OFFICE
(General)

I, Atanacio JR Gaitan Jr, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Constable, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed Atanacio JR Gaitan

Sworn to and subscribed before me at Edinburg, Texas, this 10th day of December, 2014.

Cynthia E Borrego

Hidalgo County, Texas

SEAL

CYNTHIA E BORREGO
Notary Public
State of Texas
My Comm. Exp. 12-01-2018

WESTERN SURETY COMPANY • ONE OF AMERICA'S OLDEST BONDING COMPANIES

Texas

Western Surety Company

FILED
AT 3:00 O'CLOCK P M
DEC 01 2014
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY DEPUTY

OFFICIAL BOND AND OATH

THE STATE OF TEXAS
County of Hidalgo } ss

KNOW ALL PERSONS BY THESE PRESENTS: BOND No. 70202393

That we, Arturo Guajardo, Jr., as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety,

are held and bound unto [1] County of Hidalgo, his successors in office,

in the sum of [2] Five Hundred Thousand and 00/100 DOLLARS ($500,000.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 8th day of September, 2014.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the _____ day of _____, _____, duly elected (Elected—Appointed) to the office of Clerk in and for [3] Hidalgo County, State of Texas, for a term of four years commencing on the 1st day of January, 2015.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall [4]
faithfully perform the duties of office.

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Arturo Guajardo Jr.
Principal

WESTERN SURETY COMPANY

By Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS
County of Hidalgo } ss

Before me, Sandra Solis on this day, personally appeared Arturo Guajardo, Jr., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at Edinburg, Texas, this 12th day of December, 2014.

SEAL

SANDRA SOLIS
Notary Public, State of Texas
My Commission Expires
JANUARY 11, 2017

Sandra Solis

Hidalgo County, Texas

WESTERN SURETY COMPANY • ONE OF AMERICA'S OLDEST BONDING COMPANIES

OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____, _____.

_____

SEAL

_____ County, Texas

OATH OF OFFICE
(General)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____, _____.

_____

SEAL

_____ County, Texas

THE STATE OF TEXAS }
County of _____ } ss

The foregoing bond of _____ as _____ in and for _____ County and State of Texas, this day approved in open Commissioner's Court.

ATTEST: Date _____, _____

_____ Clerk _____ County Judge,

County Court _____ County _____ County, Texas

THE STATE OF TEXAS }
County of _____ } ss

I, _____, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the _____ day of _____, _____, with its certificates of authentication, was filed for record in my office the _____ day of _____, _____, at _____ o'clock ___M., and duly recorded the _____ day of _____, _____, at _____ o'clock ___M., in the Records of Official Bonds of said County in Volume _____, on page _____.

WITNESS my hand and the seal of the County Court of said County, at office in _____ _____, Texas, the day and year last above written.

_____ Clerk

By _____ Deputy County Court _____ County

FILED
AT 3:00 O'CLOCK P M
DEC 01 2014
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY DEPUTY

OFFICIAL BOND REQUIREMENTS

OFFICIAL	2. AMOUNT	1. TO WHOM PAYABLE	APPROVED BY	Sec. of Statutes	4. CONDITIONS
District Attorney	$5,000.	Governor	District Judge	Gov't Code 43.002	", in the manner prescribed by law, faithfully pay over all money that he collects or that comes into his hands for the state or a county."
County Attorney	$2,500.	Governor	Commissioners Court	Gov't Code 45.001	"faithfully pay over in the manner prescribed by law all money that he collects or receives for any county or the state."
County Judge	$1,000.-10,000.	County Treasurer	Commissioners Court	Gov't Code 26.001	"pay all money that comes into his hands as county judge to the person or officer entitled to it; pay to the county all money illegally paid to him out of county funds; and not vote or consent to pay out county funds for other than lawful purposes."
County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given — $5,000 minimum, $500,000 maximum	County	Commissioners Court	Local Gov't Code 82.001	"faithfully perform the duties of office."
Deputy County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given — $5,000 minimum, $500,000 maximum	County for the use and benefit of the County Clerk	Commissioners Court	Local Gov't Code 82.002	"faithfully perform the duties of office."
County Auditor	$5,000 minimum	District Judge(s)	District Judge(s)	Local Gov't Code 84.007	"faithfully perform the duties of county auditor."
County Treasurer	Established by the commissioners court not to exceed one-half of one percent of the largest amount budgeted for general county maintenance and operations for any fiscal year of the county beginning during the term of office preceding the term for which the bond is to be given — $5,000 minimum, $500,000 maximum	County Judge	Commissioners Court	Local Gov't Code 83.002	"faithfully execute the duties of office."
District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given — $5,000 minimum, $100,000 maximum	Governor	Commissioners Court	Gov't Code 51.302	"faithfully perform the duties of the office."
Deputy District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given — $5,000 minimum, $100,000 maximum	Governor for the use and benefit of the District Clerk	Commissioners Court	Gov't Code 51.309	"faithfully perform the duties of the office."
County School Superintendent	$1,000.	County governing board unless a county-wide independent school district has been created, in which event the bond is payable to and approved by the County Commissioners Court		Educ. Code 17.49	"faithfully perform his duties."
County Surveyor	Fixed by the Commissioners Court — $500 minimum, $10,000 maximum	Not Specified		Nat. Res. Code 23.013	"faithfully perform the duties of the office."
Deputy County Surveyor	Not less than $500 nor more than $10,000 (Fixed by the County Surveyor)	County Surveyor		Nat. Res. Code 23.014	"faithfully perform the duties of the office."
Sheriff	Set by the Commissioners Court $5,000 minimum, $30,000 maximum	Governor	Commissioners Court	Local Gov't Code 85.001	"faithfully perform the duties of office established by law; account for and pay to the person authorized by law to receive them the fines, forfeitures, and penalties the sheriff collects for the use of the state or a county; execute and return when due the process and precepts lawfully directed to the sheriff, and pay to the person to whom they are due or to the person's attorney the funds collected by virtue of the process or precept; and pay to the county any funds illegally paid, voluntarily or otherwise, to the sheriff from county funds."
County Assessor-Collector (State Bond)	Equal to 5% of the net state collections from motor vehicle sales and use taxes and motor vehicle registration fees in the county during the year ending August 31 preceding the date the bond is given — $2,500 minimum, $100,000 maximum	The Governor and the Governor's successors in office	Commissioners Court and the State Comptroller of Public Accounts	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."
County Assessor-Collector (County Bond)	Equal to 10% of the total amount of county taxes imposed in the preceeding tax year, $100,000 maximum	Commissioners Court	Commissioners Court	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."
County Commissioner	$3,000.	County Treasurer	County Judge	Local Gov't Code 81.002	"faithfully perform the commissioner's official duties and reimburse the county for all county funds illegally paid to him and will not vote or consent to make a payment of county funds except for a lawful purpose."
Justice of the Peace	$5,000 maximum	County Judge	Not Specified	Gov't Code 27.001	"faithfully and impartially discharge the duties required by law and promptly pay to the entitled party all money that comes into his hands during the term of office."
Constable	Set by the Commissioners Court $500 minimum — $1,500 maximum	The Governor and the Governor's successors in office	Commissioners Court	Local Gov't Code 86.002	"faithfully perform the duties imposed by law."
County Public Weigher and Deputies	$2,500	County Judge	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."
State Public Weigher	$10,000	State of Texas	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."

3. If precinct insert the number.
4. Conditions.

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
} ss
County of Minnehaha }

Before me, a Notary Public, in and for said County and State on this 8th day of September, 2014, personally appeared Paul T. Bruflat to me known to be the identical person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

S. EICH
SEAL NOTARY PUBLIC SOUTH DAKOTA SEAL

S. Eich
Notary Public

My Commission Expires February 12, 2015

Western Surety Company

OFFICIAL
BOND AND OATH

On Behalf of

Principal

Official Title

, Texas

Filed the ____ day of

, ____,

at ____ o'clock ____ M.

____ Clerk

County Court ____ County,
Texas

Purchase Order
COUNTY OF HIDALGO

PO# 717994

DATE: 12/02/14

PAGE NO: 1 Of 1

PO TYPE:

VENDOR: 428680 REQ: 00266601

PHONE: (956)330-2165

EMAIL: rosie_paylessins@yahoo.com

SHIP TO: COUNTY CLERK
100 N. CLOSNER, 1ST FL
EDINBURG TX 78539

FILED AT 3:00 O'CLOCK P M
DEC 01 2014
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY DEPUTY

MORENO, ROSA ANNA
D/B/A PAY-LESS INSURANCE
711 W. NOLANA AVE., STE 205-A
MCALLEN TX 78504

CONTACT:

SITE: COUNTY CLERK

CONTRACT NO:

SPECIAL INSTRUCTIONS:

VENDOR NOTES

1. Do not add to, or alter this Purchase Order. This Order is not renewable.
2. TAX EXEMPTION: This Purchase Order may be accepted in lieu of Exemption Certificate.
3. This Order is also placed F.O.B. Destination. Vendor must repay all shipping costs.
4. Invoice each Purchase Order singly. Original invoices are required customer copy may be accepted. Out number must appear on all invoices, bills of lading, and packages.
5. Payment will be made only for bona fide and full completed orders, unless otherwise attached.

QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		PER VENDOR'S REQUEST, PLEASE MAKE CHECK PAYABLE TO: ROSA A. MORENO		
1.00	EACH	OM TO PAY FOR ARTURO GUAJARDO JR'S OFFICIAL BOND AND OATH FOR 4 YEARS COMMENCING ON THE 1ST OF JANUARY 2015	6,212.50	6,212.50
		TOTAL:		6,212.50
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		********** For Hidalgo County use only		
		4-1100-415-40-180-001-0-523 6,212.50		

Authorized by: Martha L Salazar

Bond No. **90-BV-K271-8**

FILED
AT 4:37 O'CLOCK P M
DEC 11 2014
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

State Farm

PUBLIC OFFICIAL BOND
STATE FARM FIRE AND CASUALTY COMPANY
BLOOMINGTON, ILLINOIS

KNOW ALL PERSONS BY THESE PRESENTS:

That we, **JOSE EDUARDO GUERRA**, of **LINN, TX** as Principal, and the STATE FARM FIRE AND CASUALTY COMPANY, as surety, are jointly and severally held and bound unto the **GOVERNOR OF THE STATE OF TEXAS AND THE GOVERNOR'S SUCCESSORS**, in the State of **TEXAS**, in the sum of **THIRTY THOUSAND DOLLARS AND NO HUNDRETHS** ($ **30,000.00**) DOLLARS.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, whereas, the said Principal has been **ELECTED** to the office of **HIDALGO COUNTY SHERIFF** within and for the **GOVERNOR OF THE STATE OF TEXAS AND THE GOVERNOR'S SUCCESSORS**

NOW THEREFORE, if the said Principal shall during the period beginning **APRIL 3, 2014** and until his successor is selected and qualified, faithfully and impartially discharge the duties of said office and render a true account of all monies, credits, accounts and property of any kind that shall come into his hands, as such officer, and pay over and deliver the same according to law, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that if the Surety shall so elect, this bond may be cancelled by giving thirty (30) days' notice in writing to the said Obligee and this bond shall be deemed cancelled at the expiration of said thirty (30) days; the Surety remaining liable, however, subject to all the terms, conditions and provisions of this bond for any act or acts covered by this bond which may have been committed by the Principal up to date of such cancellation.

Dated this **3RD** day of **APRIL**, **2014**.

_____
Principal

STATE FARM INSURANCE COMPANIES · BLOOMINGTON, ILLINOIS · STATE FARM INSURANCE

STATE FARM FIRE AND CASUALTY COMPANY

By: _____
Attorney-in-fact

OATH OF OFFICE

FILED
AT 4:37 O'CLOCK P M
DEC 11 2014
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

STATE OF TEXAS }
County of HIDALGO } ss.

I, the undersigned, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of TEXAS, and that I will faithfully and impartially discharge the duties of my said office of HIDALGO COUNTY SHERIFF

Subscribed and sworn to before me, this 3RD day of APRIL 2014

_____
Principal

My Commission Expires APRIL 3, 2015

Principal

AI -47618 **Sheriff's Office** **12. A.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Presentation for discussion, consideration, and approval to accept donation of one (1) Belgian Malinois K-9 to the Hidalgo County Sheriff's Office by the Department of Defense.

BACKGROUND

The estimated value of the Belgian Malinois K-9 is $6,500.00

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact.

To accept donation...

Attachments

DOD k9 donation

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	12/03/2014 11:39 AM
Budget & Management	Veronica Ortiz	12/08/2014 11:24 AM
Manuel Chapa	Manuel Chapa	12/09/2014 02:51 PM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 12/02/2014

Final Approval Date: 12/12/2014

STATE OF: TEXAS COUNT OF: HIDALGO

COVENANT NOT TO SUE WITH INDEMNITY AGREEMENT--LAW ENFORCEMENT AGENCY (LEA)

KNOW ALL THESE PRESENT THAT

LEA Rep Name JAVIER SOLIS on behalf of LEA Name HIDALGO CTY SHERIFFS

(hereafter referred to as "RECIPIENT") accepts the following described military working dog(s) (hereafter referred to as "MWD") to wit

MWD Name: BOBBY Tattoo No.: W236 Whelp Date: 1 JAN 13 ◉ Male ○ Female

Breed: BELGIAN MALINOIS Program Eliminated from: JBSA-LACKLAND

MWD Name: Tattoo No.: Whelp Date: ○ Male ○ Female

Breed: Program Eliminated from:

MWD Name: Tattoo No.: Whelp Date: ○ Male ○ Female

Breed: Program Eliminated from:

That the LEA RECIPIENT hereby stipulates and guarantees that the canine(s) provided under this agreement is (are) being acquired for use by for the purpose of LAW ENFORCEMENT. It is hereby agreed by both parties that the adoption of said canines is not being accomplished with the intent that said canines be resold by the LEA RECIPIENT to a third party. If the LEA RECIPIENT fails to comply with this provision and places the canine(s) provided under this agreement for sale, the LEA RECIPIENT shall reimburse 341 TRS for the full market replacement value of the canine(s) provided under this agreement at a rate set by 341 TRS. The 341 TRS reserves the right to pursue all available legal recourse should the LEA RECIPIENT be found to have procured the canines provided under this agreement under false pretenses.

LEA RECIPIENT, in consideration of the transfer of above referenced MWD(s), the receipt of which is hereby acknowledged, does hereby covenant and agree with the United States Government and the executors of administrators, will never institute or in any way aid in the institution of any suit, action at law, or make any claim against the United States Government, Department of Defense, or any employee or servant thereof, for or by reason of any damage, loss, or injury either to person or property or both or wrongful death, which may be caused directly or indirectly by the above described MWD, however and whenever the same may be caused.

And in further consideration of the transfer of said MWD, LEA RECIPIENT hereby agrees to indemnity the United States Government, and Department of Defense and any and all services be employed by the Government and the Department of Defense, through its agents and representatives, that LEA RECIPIENT, or his heirs, assigns, executors of administrators, will never institute or in any way aid in the institution of any suit, action at law, or make any claim against the United States Government, Department of Defense, or any employee or servant thereof, for or by reason of any damage, loss, or injury either to person or property or both, which may be caused directly or indirectly by the above described dog, however and whenever the same may be caused.

And in further consideration of the transfer of said dog, LEA RECIPIENT hereby agrees to indemnity and waive any and all future action, both at law and equity, the United States Government, and Department of Defense, and any and all servants or employees thereof, against any and all claims for injury or damages, compensation or otherwise, which may arise at anytime whatsoever, and which are attributable directly or indirectly to the above described dog(s), or to any training given the above described dog(s) by the United States Government or Department of Defense, and to reimburse or make good any loss or damages or cost the United States Government, Department of Defense, or any servants or employees thereof may have to pay if litigation arises on account of any claims made by LEA RECIPIENT, its successors, or assigns, or by any other party, whatsoever, who may institute any type of claim against the United States Government and Department of Defense, or against any servant or employee thereof.

LEA RECIPIENT further makes the promise that the dog(s) will not be used for any illegal purpose, all in consideration of the transfer of the above described dog(s) to LEA RECIPIENT by the United States Government and the Department of Defense, through its agents or representatives' receipt of which is hereby acknowledged. In making this agreement, the LEA RECIPIENT acknowledges that the above mentioned dog(s) HAS (have) received Air Force Aggressiveness (Patrol) training, and having such knowledge, said owner, as a condition of being the LEA RECIPIENT of the dog, thus freely and voluntarily accepts all risks and consequences of the future conduct and acts of the dog(s).

Signature of LEA Representative, on behalf of

JAVIER SOLIS

Name of LEA Representative and LEA

605 MAZATLAN

PALMVIEW TX 78572

Address of LEA

956 222 9417

Phone Number of LEA

Signature of DoD Representative

RICHARD A. DOSTAL

Signature Block of DoD Agent

STATE OF: TEXAS COUNTY OF: HIDALGO

Before me, RICHARD A. DOSTAL, a Notary Public, personally appeared the above listed Adopter known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed on this

17TH day of NOVEMBER 2014

RICHARD ALAN DOSTAL
Notary Public, State of Texas
My Commission Expires
August 05, 2018

NOTARY PUBLIC

COMMISSION EXPIRATION

AI -47569 **Sheriff's Office** **12. B.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted For: Sheriff- Eddie Guerra

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Sheriff's Office - LBSP FY15 (1284):
1. Authorization and approval to apply for the Local Border Security Program (LBSP) FY15 grant with Texas Homeland Security State Administrative Agency (THSSAA), Texas Department of Public Safety.
2. Authorization for County Judge, as authorized official, to sign required documents.

BACKGROUND

Grant will be administered by the Texas Homeland Security State Administrative Agency (THSSAA).
The period of performance is 02/1/2015 - 08/31/2015.

Fiscal Impact

FISCAL YEAR: SEE BELOW **ACCT. #:** SEE BELOW

FUNDS AVAILABLE Y/N?: N/A **MATCHING FUNDS Y/N?:** NO

BUDGETARY IMPACT:

County fiscal/calendar year: 5
Grant fiscal year: 15
Account fiscal year: 5
Grant period: February 1, 2015 through August 31, 2015

Approval to apply...

EXPENDITURE ACCOUNT: 5-1284-421-00-280-080-5-XXX SHERIFF LBSP

REVENUE ACCOUNT: 5-1284-334-10-280-080-5-000 SHERIFF LBSP-REVENUES

No Matching Funds Required.

The LBSP grant will only cover Overtime, FICA, Retirement, Unemployment Compensation, and Worker's Compensation fringe benefits.
All other fringe benefits will be reclassified to the Sheriff general fund account (5-1100-421-000-280-001-0-XXX).

Attachments

application
budget

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	12/05/2014 04:31 PM
Budget & Management	Veronica Ortiz	12/08/2014 11:21 AM
Rosalinda Cantu	Rosie Cantu	12/09/2014 10:59 AM
Manuel Chapa	Manuel Chapa	12/09/2014 04:27 PM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 11/25/2014
Final Approval Date: 12/12/2014

LBSP FORM APP-1
APPLICATION FOR STATE ASSISTANCE

1. **LEGAL NAME OF APPLICANT ORGANIZATION:** (Name of City, County or Tribe)	County of Hidalgo
2. **ORGANIZATION MAILING ADDRESS:**	711 El Cibolo Rd. Edinburg, Texas 78542
3. **ORGANIZATION PHYSICAL ADDRESS:** (If different from Mailing Address)	
4. **DEPARTMENT** (that will conduct grant activities):	Hidalgo County Sheriff's Office
5. **COUNTY** (where jurisdiction is located):	Hidalgo
6. **APPLICANT TYPE:**	☐City Government ☒County Government ☐Tribal Government
7. **NAME OF GRANT/ASSISTANCE PROGRAM:**	**Local Border Security Grant Program (LBSP-15)**
8. **PERIOD OF PERFORMANCE :**	**February 1, 2015 through August 31, 2015**
9. **PAYMENT TYPE:**	☒Reimbursement ☐One-Time Advance Payment
10. **EMPLOYER IDENTIFICATION # / TAX ID #:**	74-6000717
11. **DUNS # (optional):**	10-311-0834
12. **TOTAL AMOUNT REQUESTED:**	$353,621.36

CERTIFICATION

By signing this document, I certify that to the best of my knowledge and belief this application and its attachments are true and correct and that I have the legal authority to apply for State assistance. I also understand that this serves as a request for consideration for grant funding and that applying does not guarantee an award will be received. This Application, together with the Local Border Security Program FY2015 (LBSP-15) Grant Guidance and Application Kit, constitutes the work plan for the Applicant listed above. If funded the undersigned will be required to agree to and comply with all terms, conditions, and statements of work for the LBSP-15.

Typed Name of Authorized Official:	Ramon Garcia
Position Title (Mayor, Judge, City Manager):	Hidalgo County Judge
Original Signature of Authorized Official:	
Date Signed:	

Email* or Mail completed forms and application materials to:

SAA-LBSP@dps.texas.gov

Texas Homeland Security State Administrative Agency
ATTN: LBSP
1033 La Posada, Ste. 160, Austin, TX 78752

*Note: Email submission is preferred. Applications must be received by the THSSAA by **5PM CST on January 5, 2015**

LBSP FORM APP-2
DESIGNATION OF GRANT OFFICIALS

GRANT:	**LOCAL BORDER SECURITY PROGRAM FY2015 (LBSP-15)**

GRANT PERIOD:	**February 1, 2015 – August 31, 2015**

AGENCY NAME:	Hidalgo County Sheriff's Office

Grant Performance Officer	**(This is typically an Officer or Deputy)**
Name	J.E. "Eddie" Guerra
Title	Sheriff
Daytime Phone Number	956-393-6002
E-mail Address	Sheriff.guerra@hidalgoso.org

Grant Financial Officer	**(This is typically your CFO or County Auditor)**
Name	Ray Eufracio
Title	County Auditor
Daytime Phone Number	956-318-2511
E-mail Address	Ray.eufracio@auditor.co.hidalgo.tx.us

***Note:** If someone else is authorized to submit Financial Reports for the Jurisdiction, a letter from the Authorized Official indicating such Signature Delegation should be attached with this Form.

Authorized Official	**(This must be the County Judge, Mayor, or City Manager*)**
Name	Ramon Garcia
Title	Hidalgo County Judge
Daytime Phone Number	956-318-2600
E-mail Address	Ramon.garcia@co.hidalgo.tx.us

***Note:** If someone else is authorized to apply for and accept grant funds for the Jurisdiction, a letter from the governing body indicating such Signature Delegation should be attached with this Form.

Designation Approval	
Signature of Authorized Official:	
DATE SIGNED (DESIGNATION DATE):	

If at any point during the grant period these POCs change, make necessary changes and resubmit this form immediately to SAA-LBSP@dps.texas.gov.

LBSP FORM APP-3

Project and Budget Narrative for LBSP-15

1. **Jurisdiction Name** (List the City or County that is applying for this Grant)

County of Hidalgo

2. **Department Name** (List the Department(s) or Division(s) within the City or County that will be conducting LBSP Grant activities)

Hidalgo County Sheriff's Office

3. **Law Enforcement Agency Sworn Force Information:**

A. Provide the Fiscal Year Budgeted Sworn Force Strength for the current fiscal year (FY 2015)

293

Note: The Budgeted Sworn Force Strength is the number of sworn officer/deputy positions funded in your agency's budget, including funded but frozen positions, and/or locally funded vacancies. Do not include unfunded vacancies or unpaid/reserve officers.

B. Of the number of sworn positions (officers/deputies) funded in your agency's budget, how many will be available to work LBSP-15 operations?

281

4. **Project Description:** Please provide a concise description of how you plan to use the funds to ensure that activities will achieve the State Objectives listed on page 5 of the LBSP-15 Grant Guidance. [250 words or less]

The Hidalgo County Sheriff's Office (HCSO) will work collaboratively in covert and/or overt operations with all local, state and federal law enforcement agencies. By gathering, processing and sharing intelligence data as well as utilizing inter-agency communications mechanisms, the HCSO will facilitate and enable other agencies to be vigilant in their daily operations. Corroborated intelligence disseminated by the JOIC will allow HCSO and participating agencies to maintain a visible and sustainable presence centered on interdictions and arrests through the use of enhanced uniform patrols and covert personnel to combat the criminal element. This strategic approach will enable us to respond accordingly to gangs and cartel criminal organizations engaged in a myriad of crimes which include extortion, kidnapping, robbery, burglary, and corruption. Other crimes targeted will include all types of contraband smuggling, document fraud, cyber crime, white collar crime, and money laundering. The interdiction of these border area crimes will be addressed by targeting confirmed problematic areas and shifting manpower and resources as needed to gain control, disrupt, and/or dismantle the threat in our jurisdiction.

5. **Budget:**

Category	Amount Requested (Total for Entire Grant Period)
A. Personnel – OT for Officers/Deputies	$322,121.36
A. Personnel – OT for Law Enforcement Support Personnel	N/A
B. Travel	N/A
C. Operational - Mileage	$31,500.00
C. Operational – Fuel	N/A
C. Operational – Other	N/A
TOTAL	$353,621.36

Budget Narrative: All LBSP-15 Applicants will provide a Budget Narrative that (a) describes each item included in the Budget and (b) explains how each item, or group of items, supports the project's goals and objectives.

A. Personnel Narrative:

1) **What is the total number of officers per month that are anticipated to work LBSP?**

120 - 150 deputies

2) **What is the total number of overtime hours per month that are anticipated to be worked in support of LBSP?**

1,200 - 1,400 hours

3) **Are funds being requested for Law Enforcement Support Personnel?**
(Cannot Exceed 5% of total amount requested or $5,000 whichever is less)

YES	
NO	X

If yes, provide explanation and justification

4) **Will overtime for any Exempt Personnel be paid with LBSP funds?**

YES	
NO	X

If yes, provide explanation and justification (See requirements listed in Section 2, Part C)

5) **Personnel Narrative [100 words or less]:**

Due to increasing acts of violence within the U.S./Mexican border areas, the Hidalgo County Sheriff's Office will increase law enforcement presence to include specialized operations units within identified active areas and at the port of entries, working hand in hand with U.S. Border Patrol and U.S. Customs. The Hidalgo County Sheriff's Office will have a minimum of (5) five personnel working overtime under the grant to protect the border from border-related criminal activities. The deputies will work (10) ten hours a day for a minimum of 25 days a month for six months.

B. Travel/Per Diem Narrative [100 words or less]:

N/A

C. Operating Costs Narrative [100 words or less]:

The Hidalgo County Sheriff's Office will utilize a total of five units to patrol targeted border areas. The units will run for a minimum of 75 miles per day for 25 days a month for six months and the mileage will be submitted for reimbursement under the terms and conditions of the Local Border Security Program grant.

6. **Project Summary:** Please provide a **brief** summary of how your agency proposes to use the LBSP-15 Grant funds. Be sure to provide a description of how you expect this Grant to enhance border security operations in your agency's Area of Responsibility (AOR). The Project Summary may be used to keep the Texas Legislature or other State executive branch agencies informed on law enforcement strategies to enhance border security and deter crime in your community. **[100 words or less]**

The Hidalgo County Sheriff's Office unified patrol and covert personnel will conduct high visibility law enforcement presence and/or through covert patrolling and/or surveillance on north and south bound major highways, farm to market roads, and other identified roadways on ingress/egress routes along the U.S./Mexico international boundaries with a direct plan of action to identify, disrupt and or dismantle the criminal element from engaging and or furthering their border-related criminal activities onto U.S. soil.

LBSP FORM APP-4

State of Texas Assurances and Certifications

State Uniform Administrative Requirement for Grants and Cooperative Agreements, Subpart B, §_.14

Note: Certain of these assurances may not be applicable to your program. If you have any questions, please contact the awarding agency.

NAME OF APPLICANT	GRANT PROGRAM
Hidalgo County Sheriff's Office	Local Border Security Program FY 2015 (LBSP-15)

This form includes Assurances and Certifications that must be read, signed, and submitted as a part of the Application for State Assistance.

As the duly authorized representative of the Applicant, I hereby certify that the Applicant shall comply with the Assurances and Certifications below.

Ramon Garcia	Hidalgo County Judge
Typed Name of Authorized Official	Title
Signature of Authorized Official	Date Signed

ASSURANCES

(1) RELATIVES. The Grantee shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Grantee's governing body or of the Grantee's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition will not prohibit the employment of a person, who has been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

(2) PUBLIC INFORMATION. The Grantee shall insure that all information collected, assembled, or maintained by the Grantee relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.

(3) OPEN MEETINGS. The Grantee shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

(4) CHILD SUPPORT PAYMENTS. The Grantee shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.

(5) HEALTH, HUMAN SERVICES, PUBLIC SAFETY OR LAW ENFORCEMENT AGENCY. If the Grantee is a health, human services, public safety, or law enforcement agency, it will not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.

(6) LAW ENFORCEMENT AGENCY. If the Grantee is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701, it shall be in compliance with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code or shall provide the THSSAA with a certification from the Texas Commission on Law Enforcement that the Grantee is in the process of achieving compliance with such rules.

(7) ADMINISTRATION. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local recipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met.

(8) SUSPECTED CHILD ABUSE. The Grantee shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. The Grantee shall ensure that all program personnel are properly trained and aware of this requirement.

(9) TAXES. The Grantee shall comply with all federal tax laws and is solely responsible for filing all required state and federal tax forms.

(10) COMPLIANCE WITH REQUIREMENTS. The Grantee shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this Grant.

(11) INELIGIBLE APPLICANTS. The Grantee certifies that it and its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at http://www.sam.gov.

(12) HIV/AIDS. The Grantee shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, *et seq.*

(13) LEGAL AUTHORITY. The Grantee certifies that it has the legal authority to apply for State assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-state share of project costs) to ensure proper planning, management and completion of this Grant.

(14) RECORDS. The Grantee shall give the awarding agency, the State Comptroller, and if applicable, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Grant; and shall establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

(15) PERSONAL GAIN. The Grantee shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal gain.

(16) COMPLETION. The Grantee shall initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

CERTIFICATIONS

1. **DRUG-FREE WORKPLACE** - The Grantee certifies that it shall provide a drug-free workplace by:
   A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
   B. Establish a drug-free awareness program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the Grantee's policy of maintaining a drug-free workplace;
      iii. any available drug counseling, rehabilitation, and employee assistance programs; and
      iv. the penalties that may be imposed upon employees for drug abuse violations.
   C. Making it a requirement that each employee to be engaged in the performance of this Grant be given a copy of the statement required by paragraph (A).
   D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under this Grant, the employee shall:
      i. abide by the terms of the statement; and
      ii. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) calendar days after such conviction.
   E. Notifying the THSSAA within ten (10) calendar days after receiving notice under subparagraph (D)(ii) from an employee or otherwise receiving actual notice of such conviction.
   F. Taking one of the following actions with respect to any employee who is so convicted:
      i. taking appropriate personnel action against such an employee, up to and including termination; or
      ii. requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
   G. Making a good faith effort to continue to maintain a drug-free workplace through the implementation of paragraphs (A), (B), (C), (D), (E), and (F).

2. **LOBBYING – The Grantee certifies that:**
   A. It will not use grant funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government.
   B. If any non-grant funds have been or will be used in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, it shall notify the THSSAA to obtain the appropriate disclosure form.
   C. It shall include the language of paragraphs A and B of this section in the award documents for all sub-awards at all tiers and will require all sub-recipients to certify accordingly.

FINANCIAL COST ESTIMATE (OPTIONAL)

1. NAME OF PROGRAM / ASSISTANCE:	Local Border Security Program FY 2015
2. APPLICANT NAME:	Hidalgo County Sheriff's Office

3. ESTIMATED MONTHLY EXPENSES:

a. Personnel Estimate

Position	Number of Personnel	Hourly Rate	Overtime Rate (Time and 1/2)	Number of O/T Hours per Person per Day	Number of Days	Salary	FRINGES 22.00%	Total Salary & Fringe
Supervisor	1	$27.77	$41.66	10	23	$9,580.65	$2,107.74	$11,688.39
Deputy	4	$22.95	$34.43	10	25	$34,425.00	$7,573.50	$41,998.50
			$0.00			$0.00	$0.00	$0.00
			$0.00			$0.00	$0.00	$0.00
			$0.00			$0.00	$0.00	$0.00
			$0.00			$0.00	$0.00	$0.00
						$44,005.65	9,681.24	Total Personnel Estimates $53,686.89

b. Travel & Per Diem Estimate

Position	Number of Personnel	Commercial Travel Costs	Mileage from / to County	Estimated Ave. Daily Miles	Number of Days	Total Mileage Cost	Hotel Rate $85 Maximum	Hotel Tax Rate	Meals $36 Maximum	Travel Totals
						$0.00		$0.00		$0.00
						$0.00		$0.00		$0.00
									Total Travel & Per Diem Estimate	$0.00

c. Operational Cost Estimate

	Number of Cars	Number of Miles per Car	Number of Days	Rate per Mile	Subtotal
Mileage	5	75	25	$0.560	$5,250.00
Fuel Costs					
Other Costs					
				Total Operational Cost Estimate	$5,250.00

*NOTE: Estimate either for fuel or mileage, not both.

FILL IN SHADED FIELDS ONLY

4. NUMBER OF MONTHS IN THE GRANT PERIOD: 6

5. ARE YOU PAID MONTHLY OR BI-MONTHLY: BI-MONTHLY

6. INDICATE THE NUMBER OF HOURS IN YOUR PAY PERIOD: 80

7. TOTAL AMOUNT OF APPLICATION

	Total Grant
a. Personnel Estimate	$322,121.36
b. Travel & Per Diem Estimate	$0.00
c. Operational Cost Estimate	$31,500.00
Total Expenses	$353,621.36

8. TYPE OF PAYMENT YOU PREFER: (check one)

Reimbursement: X ONE TIME Advance Payment Request:

AI -47708 **Sheriff's Office** **12. C.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Rosie Hinojosa, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Investigation HB 65 (1227):
1. Approval of the 2015 Budget in the Sheriff's Investigation HB 65 (Fund 1227) in the amount of $542,465.06.

Federal Sharing U.S. Treasury (1228):
2. Approval of the 2015 Sheriff's Federal Sharing - U.S. Treasury (Fund 1228) in the amount of $438,602.75.

Federal Sharing - U.S. Justice (1229):
3. Approval of the 2015 Sheriff's Federal Sharing - U.S. Justice (Fund 1229) in the amount of $1,009,158.98.

BACKGROUND

Fund 1227 Salary Schedule was adopted during adoption of budget (CC 09-30-14).

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1227-421-00-280-005-0-XXX

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

BUDGETARY IMPACT:

Estimated Fund Balance as of 12/09/14- $1,445,902.17. See attached balance sheet for availability of funds.

FISCAL YEAR: 2015 **ACCT. #:** 5-1228-421-00-280-006-0-XXX

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

BUDGETARY IMPACT:

Estimated Fund Balance as of 12/09/14- $984,344.78. See attached balance sheet for availability of funds.

FISCAL YEAR: 2015 **ACCT. #:** 5-1229-421-00-280-007-0-XXX

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

BUDGETARY IMPACT:

Estimated Fund Balance as of 12/09/14- $1,668,209.96. See attached balance sheet for availability of funds.

Attachments

Budget Amendment (Fund 1227)
Budget Amendment (Fund 1228)
Budget Amendment (Fund 1229)
fund balance 1227
fund balance 1228
fund balance 1229

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	12/09/2014 10:05 AM
Budget & Management	Veronica Ortiz	12/09/2014 01:34 PM
Rosalinda Cantu	Rosie Cantu	12/09/2014 04:52 PM
Manuel Chapa	Manuel Chapa	12/11/2014 03:02 PM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Rosie Hinojosa		Started On: 12/08/2014 09:27 AM
Final Approval Date: 12/12/2014		

DATE: **December 4, 2014**

DEPARTMENT HEAD: **Sheriff J.E. "Eddie" Guerra**

DEPARTMENT NAME: **Sheriff's Investigation HB 65**

ACCOUNT NUMBER: **5-1227-421-00-280-005-0-xxx**

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1227-421-00-280-005-0-113	Shrf Investig- HB65-Permanent Full-Time Employee	55,000.00
5-1227-421-00-280-005-0-211	Shrf Investig- HB65- Health Insurance	5,928.00
5-1227-421-00-280-005-0-212	Shrf Investig- HB65- Life Insurance	37.56
5-1227-421-00-280-005-0-220	Shrf Investig- HB65- FICA	4,207.50
5-1227-421-00-280-005-0-230	Shrf Investig- HB65- Retirement	5,846.50
5-1227-421-00-280-005-0-250	Shrf Investig- HB65- Unemployment Compensation	330.00
5-1227-421-00-280-005-0-260	Shrf Investig- HB65- Workers Compensation	115.50
5-1227-421-00-280-005-0-350	Shrf Investig- HB65- Other Contracted Services	3,000.00
5-1227-421-00-280-005-0-540	Shrf Investig- HB65- Advertising	8,000.00
5-1227-421-00-280-005-0-583	Shrf Investig- HB65- Travel out of County	2,000.00
5-1227-421-00-280-005-0-584	Shrf Investig- HB65- Registration Fees	20,000.00
5-1227-421-00-280-005-0-748	Shrf Investig- HB65- Other Equipment	425,000.00
5-1227-421-00-280-005-0-831	Shrf Investig- HB65- Court Costs & Investigation	8,000.00
5-1227-421-00-280-005-0-890	Shrf Investig- HB65- Other	5,000.00
	TOTAL BUDGET INCREASE REQUEST	**$ 542,465.06**

REASON: To appropriate monies from the Sheriff's Investigation HB 65- (unreserved) for Year 2015.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT **DATE** **ATTEST COUNTY CLERK**

DATE: **December 4, 2014**

DEPARTMENT HEAD: **Sheriff J.E. "Eddie" Guerra**

DEPARTMENT NAME: **Sheriff's Federal Sharing - U.S. Treasury**

ACCOUNT NUMBER: **5-1228-421-00-280-006-0-xxx**

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1228-421-00-280-006-0-320	Shrf Fed Sharing- Professional Services	5,000.00
5-1228-421-00-280-006-0-336	Shrf Fed Sharing- Computer Services	5,000.00
5-1228-421-00-280-006-0-432	Shrf Fed Sharing- Eq&Veh R&M Srv	45,000.00
5-1228-421-00-280-006-0-442	Shrf Fed Sharing- Equipment & Vehicle Rentals	15,000.00
5-1228-421-00-280-006-0-583	Shrf Fed Sharing- Travel out of County	18,000.00
5-1228-421-00-280-006-0-584	Shrf Fed Sharing- Registration Fees	10,000.00
5-1228-421-00-280-006-0-601	Shrf Fed Sharing- Office & Computer Supplies	15,000.00
5-1228-421-00-280-006-0-611	Shrf Fed Sharing- Police Supplies	15,000.00
5-1228-421-00-280-006-0-619	Shrf Fed Sharing- Other Misc Supplies	20,000.00
5-1228-421-00-280-006-0-664	Shrf Fed Sharing- Other Minor Equipment	40,000.00
5-1228-421-00-280-006-0-665	Shrf Fed Sharing- Minor Computer Equipment	20,000.00
5-1228-421-00-280-006-0-672	Shrf Fed Sharing- Eq&Veh R&M Sup.	5,000.00
5-1228-421-00-280-006-0-679	Shrf Fed Sharing- Other Repair & Maint. Supplies	2,000.00
5-1228-421-00-280-006-0-741	Shrf Fed Sharing- Vehicles	72,000.00
5-1228-421-00-280-006-0-745	Shrf Fed Sharing- Computer Equipment	20,000.00
5-1228-421-00-280-006-0-747	Shrf Fed Sharing- Software	15,000.00
5-1228-421-00-280-006-0-748	Shrf Fed Sharing- Other Equipment	116,602.75
	TOTAL BUDGET INCREASE REQUEST	**$ 438,602.75**

REASON: To appropriate monies from the Sheriff's Federal Sharing - U.S. Treasury (unreserved) for Year 2015.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT | **DATE** | **ATTEST COUNTY CLERK**

DATE: **December 4, 2014**

DEPARTMENT HEAD: **Sheriff J.E. "Eddie" Guerra**

DEPARTMENT NAME: **Sheriff's Federal Sharing - U.S. Justice**

ACCOUNT NUMBER: **5-1229-421-00-280-007-0-XXX**

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Go
111, Subchapter C

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME
5-1229-421-00-280-007-0-339	Shrf Fed Sharing- Other Professional Services
5-1229-421-00-280-007-0-532	Shrf Fed Sharing- Wireless Devices
5-1229-421-00-280-007-0-550	Shrf Fed Sharing- Printing & Binding
5-1229-421-00-280-007-0-583	Shrf Fed Sharing- Travel Out of County
5-1229-421-00-280-007-0-584	Shrf Fed Sharing- Registration Fees
5-1229-421-00-280-007-0-601	Shrf Fed Sharing- Office & Comp. Supplies
5-1229-421-00-280-007-0-611	Shrf Fed Sharing- Police Supplies
5-1229-421-00-280-007-0-619	Shrf Fed Sharing- Other Misc. Supplies
5-1229-421-00-280-007-0-661	Shrf Fed Sharing- Minor Office Furniture & Equipment
5-1229-421-00-280-007-0-664	Shrf Fed Sharing- Other Minor Equipment
5-1229-421-00-280-007-0-665	Shrf Fed Sharing- Minor Computer Equipment
5-1229-421-00-280-007-0-668	Shrf Fed Sharing- Police Weapons & Bulletproof Vests
5-1229-421-00-280-007-0-741	Shrf Fed Sharing- Vehicles
5-1229-421-00-280-007-0-745	Shrf Fed Sharing- Computer Equipment
5-1229-421-00-280-007-0-747	Shrf Fed Sharing- Software
5-1229-421-00-280-007-0-748	Shrf Fed Sharing- Other Equipment

TOTAL BUDGET INCREASE REQUEST

REASON: To appropriate monies from the Sheriff's Federal Sharing - U.S. Justice (unreserved) for Yea

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT **DATE** **ATTEST C**

vernment Code, Chapter

AMOUNT
50,000.00
65,000.00
2,000.00
20,000.00
10,000.00
15,000.00
88,579.79
15,000.00
5,000.00
46,522.30
5,000.00
61,661.64
145,000.00
10,000.00
20,000.00
450,395.25
$ 1,009,158.98

r 2015.

OUNTY CLERK

Account No/Description	Beginning Balance	Current Balance	YTD Balance	Ending Balance
Fund 1227 SHERIFF FORFEITURE FUND-CCP CHAPTER 59				
4-1227-201-00-000-000-0-000 SHERIFF CCP59-ACCR SAL,WAGES & BENEFITS	3,019.97	.00	-3,019.97	.00
4-1227-202-00-000-000-0-000 SHERIFF CCP59-ACCOUNTS PAYABLE	772.48	.00	-772.48	.00
Total Liabilities	**3,792.45**	**.00**	**-3,792.45**	**.00**
4-1227-252-03-000-426-0-000 SHERIFF CCP59-NONSPENDABLE F/B-ADVANCE	10,000.00	.00	.00	10,000.00
4-1227-270-00-000-000-0-000 SHERIFF CCP59-BUDGETED FUND BALANCE	.00	.00	-112,463.00	-112,463.00
4-1227-258-00-000-000-0-000 SHERIFF CCP59-UNASSIGNED FUND BALANCE	198,883.53	.00	.00	198,883.53
Total Equity	**208,883.53**	**.00**	**-112,463.00**	**96,420.53**
4-1227-275-00-000-000-0-000 SHERIFF CCP59-ESTIMATED REVENUES	.00	.00	-316,000.00	-316,000.00
4-1227-276-00-000-000-0-000 SHERIFF CCP59-REVENUE CONTROL	.00	308,370.95	1,615,768.71	1,615,768.71
4-1227-271-00-000-000-0-000 SHERIFF CCP59-APPROPRIATIONS	.00	.00	428,463.00	428,463.00
4-1227-272-00-000-000-0-000 SHERIFF CCP59-EXPENDITURE CONTROL	.00	-3,979.57	-378,750.07	-378,750.07
4-1227-273-00-000-000-0-000 SHERIFF CCP59-ENCUMBRANCE CONTROL	.00	1,662.68	.00	.00
4-1227-274-00-000-000-0-000 SHERIFF CCP59-RESERVED FOR ENCUMBRANCES	.00	-1,662.68	.00	.00
Total Controls	**.00**	**304,391.38**	**1,349,481.64**	**1,349,481.64**
Total Equity and Control	**208,883.53**	**304,391.38**	**1,237,018.64**	**1,445,902.17**
Total Liabilities and Equity	**212,675.98**	**304,391.38**	**1,233,226.19**	**1,445,902.17**
Other Sources/Uses	**.00**	**.00**	**.00**	**.00**
*Fund is in Balance .00				

Account No/Description	Beginning Balance	Current Balance	YTD Balance	Ending Balance
Fund 1228 SHERIFF FEDERAL SHARING-US TREASURY				
4-1228-202-00-000-000-0-000 SHRF FED SHRG-US TREAS-ACCOUNTS PAYABLE	23,530.36	.00	-23,530.36	.00
4-1228-206-00-000-001-0-000 SHRF FED SHRG-RET/PAY-HERRERA & HUNT	.00	.00	1,954.23	1,954.23
Total Liabilities	**23,530.36**	**.00**	**-21,576.13**	**1,954.23**
4-1228-270-00-000-000-0-000 SHRF FED SHRG-US TREAS-BUDGETED FUND BAL	.00	.00	-693,168.50	-693,168.50
4-1228-258-00-000-000-0-000 SHRF FED SHRG-US TREAS-UNASSIGNED F/B	1,543,426.12	.00	.00	1,543,426.12
Total Equity	**1,543,426.12**	**.00**	**-693,168.50**	**850,257.62**
4-1228-275-00-000-000-0-000 SHRF FED SHRG-US TREAS-ESTIMATED REVENUE	.00	.00	-1,000.00	-1,000.00
4-1228-276-00-000-000-0-000 SHRF FED SHRG-US TREAS-REVENUE CONTROL	.00	78.17	1,378.14	1,378.14
4-1228-271-00-000-000-0-000 SHRF FED SHRG-US TREAS-APPROPRIATIONS	.00	.00	694,168.50	694,168.50
4-1228-272-00-000-000-0-000 SHRF FED SHRG-US TREAS-EXPENDITURE CNTRL	.00	-102,591.80	-562,413.71	-562,413.71
4-1228-273-00-000-000-0-000 SHRF FED SHRG-US TREAS-ENCUMBRANCE CNTRL	.00	30,591.80	-28,957.95	-28,957.95
4-1228-274-00-000-000-0-000 SHRF FED SHRG-US TREAS-RESERVED FOR ENCU	.00	-30,591.80	28,957.95	28,957.95
Total Controls	**.00**	**-102,513.63**	**132,132.93**	**132,132.93**
Total Equity and Control	**1,543,426.12**	**-102,513.63**	**-561,035.57**	**982,390.55**
Total Liabilities and Equity	**1,566,956.48**	**-102,513.63**	**-582,611.70**	**984,344.78**
Other Sources/Uses	**.00**	**.00**	**.00**	**.00**
*Fund is in Balance .00				

Account No/Description	Beginning Balance	Current Balance	YTD Balance	Ending Balance
Fund 1229 SHERIFF FEDERAL SHARING-US DEPT OF JUSTICE				
4-1229-202-00-000-000-0-000 SHRF FED SHRG-USDJ-ACCOUNTS PAYABLE	80,969.09	.00	-80,969.09	.00
Total Liabilities	**80,969.09**	**.00**	**-80,969.09**	**.00**
4-1229-270-00-000-000-0-000 SHRF FED SHRG-USDJ-BUDGETED FUND BALANCE	.00	.00	-1,013,122.50	-1,013,122.50
4-1229-258-00-000-000-0-000 SHRF FED SHRG-USDJ-UNASSIGNED F/B	1,692,439.08	.00	.00	1,692,439.08
Total Equity	**1,692,439.08**	**.00**	**-1,013,122.50**	**679,316.58**
4-1229-275-00-000-000-0-000 SHRF FED SHRG-USDJ-ESTIMATED REVENUES	.00	.00	-1,000.00	-1,000.00
4-1229-276-00-000-000-0-000 SHRF FED SHRG-USDJ-REVENUE CONTROL	.00	10,936.42	723,797.58	723,797.58
4-1229-271-00-000-000-0-000 SHRF FED SHRG-USDJ-APPROPRIATIONS	.00	.00	1,014,122.50	1,014,122.50
4-1229-272-00-000-000-0-000 SHRF FED SHRG-USDJ-EXPENDITURE CONTROL	.00	-3,686.82	-748,026.70	-748,026.70
4-1229-273-00-000-000-0-000 SHRF FED SHRG-USDJ-ENCUMBRANCE CONTROL	.00	-44,823.18	-153,529.07	-153,529.07
4-1229-274-00-000-000-0-000 SHRF FED SHRG-USDJ-RESERVED FOR ENCUMBRN	.00	44,823.18	153,529.07	153,529.07
Total Controls	**.00**	**7,249.60**	**988,893.38**	**988,893.38**
Total Equity and Control	**1,692,439.08**	**7,249.60**	**-24,229.12**	**1,668,209.96**
Total Liabilities and Equity	**1,773,408.17**	**7,249.60**	**-105,198.21**	**1,668,209.96**
Other Sources/Uses	**.00**	**.00**	**.00**	**.00**

*Fund is in Balance .00

AI -47807 **Tax Office** **13. A.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Edgar Jaramillo, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Presentation of 2014 Hidalgo County Tax Roll

BACKGROUND

Presentation of 2014 Hidalgo CountyTax Roll for approval by Commissioner's Court

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Fiscal Impact

Attachments

Tax Roll

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/12/2014 09:43 AM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM

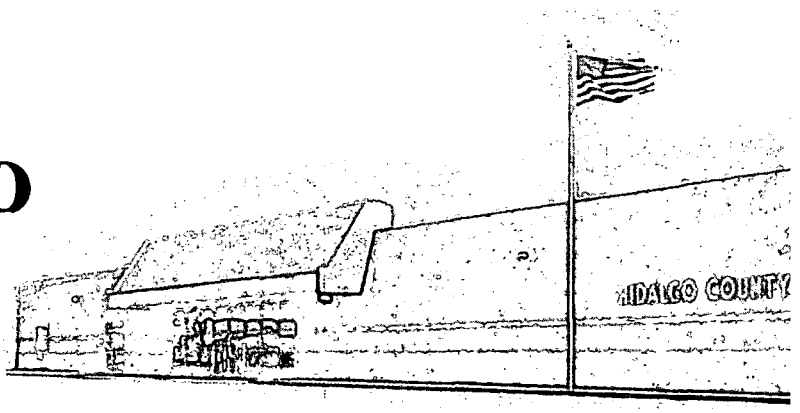
Form Started By: Edgar Jaramillo Started On: 12/12/2014 09:10 AM

Final Approval Date: 12/12/2014

Office of Tax Assessor - Collector

COUNTY of HIDALGO

Pablo "Paul" Villarreal, Jr. RTA



P.O. Box 178
Edinburg, Texas 78540-0178
Ph. (956) 318-2157
Fax (956) 318-2733
www.hidalgocountytax.org

STATE OF TEXAS
COUNTY OF HIDALGO

I, Pablo (Paul) Villarreal, Jr., PCC, Assessor-Collector of Hidalgo County for HIDALGO COUNTY, in compliance with Section 26.09(e) Property Tax Code do solemnly swear that the Tax Roll from which this information is derived, contain a correct and full list of the Real and Personal Property subject to taxation, so far as I have been able to ascertain the same, and that said property has been assessed for taxes for the year 2014. Said list and property values were certified and submitted to me by Rolando Garza, Chief Appraiser for the Hidalgo County Appraisal District.

Pablo (Paul) Villarreal, Jr., RTA
Tax Assessor-Collector,
Hidalgo County, Texas

SUBSCRIBED AND SWORN TO ME THIS THE 8th DAY OF December, 2014.

Jose E. Jaramillo
NOTARY PUBLIC,
HIDALGO COUNTY TEXAS

JOSE E JARAMILLO
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-10-2016

COUNTY OF HIDALGO

PASSED, APPROVED AND MADE EFFECTIVE BY THE HIDALGO COUNTY COMMISSIONER'S COURT, THIS THE ____ DAY OF _____, 2014, A.D.

HIDALGO COUNTY JUDGE RAMON GARCIA _____

PCT. #1 COMMISSIONER A.C. CUELLAR _____

PCT. #2 COMMISSIONER HECTOR (TITO) PALACIOS _____

PCT #3 COMMISSIONER JOE FLORES _____

PCT. #4 COMMISSIONER JOSEPH PALACIOS _____

ARTURO GUAJARDO JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS

ENTITY	HIDALGO COUNTY			2014
JURISDICTION	1			
EXEMPT VALUE (EXXV)	0	TOTAL PARCELS		331,026
AG EXCLUSION	3,335,178,296	TOTAL MARKET VALUE		37,528,919,401
HS CAPPED AMOUNT	129,785,077	TOTAL EXEMPT PROPERTY	-	8,915,803,411
ABATED AMOUNT (AB)	1,689,637	TAXABLE VALUE	=	28,613,115,990
FREEPORT VALUE (FR)	399,108,996	TAX RATE PER $100	*	0.5900
HB366 VALUE (EX366)	38,401	LEVY (Before Frozen Levy Loss)	=	168,817,384.34
POLLUTION VALUE (PC)	91,930,139	LEVY LOSS DUE TO FREEZE	-	1,762,529.68
HISTORICAL VALUE (HT)	87,902	LATE AG	+	0.00
CHDO EXEMPTION	9,752,606	LATE RENDITION	+	201,860.18
PRORATED EXXV	4,141,623,841	LEVY	=	167,256,714.84
PRO MISC EXEMPTS	31,509,698	TOTAL LEVY (From TC501)	=	167,256,801.76
VETERAN FULL EXEMP	111,500,454	VARIANCE	+/-	-86.92
OVER 65 HOMESTEAD EXEMPTION	494,740,622			
OVER 65 HOMESTEAD SURVIVING SPOUCE	28,546,021			
VETERAN EXEMPTIONS	29,652,887			
PRO NON PROFIT	13,761,384			
PRO YOUTH ASSOCIATIONS	718,925			
PRO CHARITABLE	38,772			
PRORATED EXXL	154,208			
EXEMPT	64,585,892			
PRO CHARITABLE ORG	1,202,143			
PRO SCHOOLS	28,082,412			
CHARITABLE ORG	2,115,098			
TOTAL EXEMPT PROPERTY	**8,915,803,411**			

* Variance due to account R0650-00-008-0025-00. Incorrect Freeze

Tax Collection System - HIDALGO COUNTY
Certified Roll Jurisdiction Summary
Processing For Tax Year: 2014

Jurisdiction: **1 HIDALGO COUNTY**

Total Parcels:	331,026	**Tax Rate:**	0.5900000		
Market Value:	37,528,919,401	**State Hom:**	0	**Opt Hom:**	0.0000000
		State O65:	0	**Opt O65:**	15,000
		Disabled:	0	**Opt Disabled:**	0

AG Exclusion Count:	20,093	**AG Exclusion Amt:**	3,335,178,296
Timber Exclusion Count:	0	**Timber Exclusion Amt:**	0
HS Capped Count:	18,357	**HS Capped Amt:**	129,785,077
Assessed Value:	34,063,956,028		

Exempt Count/Amt:	339	64,585,892	**Historical Site Count/Amt:**	1	87,902
Pollution Control Count/Amt:	30	91,930,139	**Pro Schools Count/Amt:**	24	28,082,412
Pro Non Profit Count/Amt:	81	13,761,384			
Freeport Count/Amt:	144	399,108,996	**Chdo Count/Amt:**	8	9,752,606
Prorated-Exxv Count/Amt:	8,442	4,141,623,841	**Charitable Org Count/Amt:**	14	2,115,098
100% Exempt Vet Count/Amt:	1,187	111,500,454	**Pro Charitable Org Count/Amt:**	31	1,202,143
Pro Misc Exempts Count/Amt:	32	31,509,698	**Abatement Count/Amt:**	1	1,689,637
Pro Youth Associations Count/Amt:	2	718,925	**Pro Charitable Functions Count/Amt:**	2	38,772
Hb366 Count/Amt:	119	38,401	**Prorated-Exxl Count/Amt:**	2	154,208

State Homestead Count:	119,809	**State Homestead Amt:**	0
Local Homestead Count:	0	**Local Homestead Amt:**	0
State Over 65 Count:	0	**State Over 65 Amt:**	0
Local Over 65 Count:	34,078	**Local Over 65 Amt:**	494,740,622
Surviving Spouse Count:	1,928	**Surviving Spouse Amt:**	28,546,021
Disabled Count:	7,506	**Disabled Amt:**	0
Total VET Count:	2,922	**Total VET Amt:**	29,652,887
***VET Surviving Spouse Count:**	202	***VET Surviving Spouse Amt:**	2,086,217
***included in the Total VET Count/Amt**			

Partial Exempt Values:	552,939,530		
Taxable Value:	28,613,115,990		
Total Levy Amt:	167,256,801.76		
Late Rendition Penalty Count:	7,785	**Late Rendition Penalty Amt:**	201,860.18
Frozen Account Count:	42,531		
Frozen Homesite Value:	2,787,819,554		
Frozen Taxable Value:	2,191,313,576		
Unfrozen Levy Amt:	12,928,751.76		
Frozen Levy Amt:	11,166,222.08		
Frozen Levy Loss Amt:	1,762,529.68		
Total Non-Exempt Parcel Count:	330,687		

AI -47635 **Tax Office** **13. B.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Edgar Jaramillo, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Presentation of Tax Assessor-Collector (Pablo "Paul"Villarreal, Jr. PCC) Continuing Education Transcript

BACKGROUND

Fiscal Impact

Attachments

Transcript

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/04/2014 09:05 AM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM

Form Started By: Edgar Jaramillo Started On: 12/03/2014 02:21 PM

Final Approval Date: 12/12/2014

TAX ASSESSOR-COLLECTOR
CONTINUING EDUCATION TRANSCRIPT
Reporting Period: 01/01/2014 - 12/31/2014

Honorable Pablo Villarreal, Jr.
Tax Assessor Collector
Hidalgo County
PO Box 178
Edinburg, TX 78540-0178

ID: 236442
Phone: (956) 289-7454
Fax:
Enrollment Date: 01/01/2014

Date	Course	Units
02/09/2014	Tx Assn Appraisal Districts - FT WORTH	14.00
03/01/2014	TAAO Conf- Session 1 - MCALLEN	2.50
03/01/2014	TAAO Conf- Session 2 - MCALLEN	2.00
03/24/2014	Texas School Assessors Conference - AUSTIN	10.25
04/24/2014	TX DMV Session 1 - AUSTIN	2.75
04/24/2014	TX DMV Session 2 - AUSTIN	4.00
05/22/2014	TxDMV ID Requirements-Webinar	1.00
06/08/2014	TACA Annual Conference- Ft Worth	8.25
06/11/2014	Ethics for County Tax Assessor-Collectors	2.00

Total Hours for year: 46.75

You have met your continuing education requirements for 2014.

You may carry forward 10.00 hours to the next reporting period.

SB546 requires a county tax assessor-collector to successfully complete 20 hours of continuing education per year. These hours must include 10 hours of instruction on laws relating to the assessment and collection of property taxes for a county assessor-collector who assesses or collects property taxes. Up to 10 additional hours, over the required 20, will be carried forward into the next year. Please contact the Tax Assessor-Collector Association Education Committee or TAC Education Services with any questions.

08/13/2014

If this report does not agree with your records, please call TAC Education Services at 1-800-456-5974.

AI -47637 **Tax Office** **13. C.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Mary Garcia, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Tax Office (1100):
Acceptance and approval for reimbursement on membership dues that were paid in advance by employee in order to attend the TAAO conference, in the amount of $90.00 payable to Edgar Jaramillo (Req 267973) with authority for the County Treasurer to issue check after review, audit and processing procedures and completed by the County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-415-15-140-001-0-xxx

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

BUDGETARY IMPACT:

Funds available through Req. # 267973.

Attachments

bills

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/04/2014 09:11 AM
Budget & Management	Veronica Ortiz	12/11/2014 01:10 PM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Mary Garcia		Started On: 12/03/2014 02:50 PM
Final Approval Date: 12/12/2014		

Texas Association of Assessing Officers

Invoice

Date	Invoice #
10/30/2014	300000993

Bill To
Jose Jaramillo Hidalgo County Tax Office P.O. Box 178 Edinburg, TX 78540 United States

Member Information
Mr. Jose Edgar Jaramillo Hidalgo County Tax Office 2804 S. US Hwy 281 Edinburg, TX 78541 United States

PO	Terms	Due Date
	Due on receipt	10/30/2014

Description	Amount
Annual TAAO Membership (Oct. 1 - Sept. 30)	$90.00
Total	$90.00

Payments/Adjustments

Description	Amount
Payment via Credit Card (using card xxxxxxxxxxxx6151) *Applied to invoice on 10/30/2014 9:16:54 AM*	($90.00)
Total Payments/Adjustments	($90.00)
Balance Due	$0.00

HIDALGO COUNTY AUDITOR'S OFFICE
HIDALGO COUNTY, TEXAS

PURCHASE AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, EDGAR JARAMILLO, do hereby state that the item(s) listed on the invoice(s) named below
PURCHASER'S NAME
were purchased for the exclusive use of Hidalgo County:

INVOICE NO.	DATE	AMOUNT	NAME OF COMPANY
300000993	10/30/2014	$90.00	TEXAS ASSOCIATION OF ASSESSING OFFICERS
TOTAL		$90.00	

I further state that I was authorized to make such a purchase(s).

I therefore request reimbursement of this invoice (these invoices) from Hidalgo County and that payment be made payable to me.

SIGNATURE: _____

TITLE: EXECUTIVE ASSISTANT
PERSON MAKING PURCHASE

Before me MARY GARCIA - JACKSON, a Notary Public, appeared EDGAR JARAMILLO and on his oath deposed and stated that the foregoing

(SEAL) MARY GARCIA - JACKSON
Notary Public
STATE OF TEXAS
My Comm. Exp. 05-08-2016

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

_____
APPROVAL: DEPARTMENT HEAD

_____
APPROVAL: COUNTY AUDITOR

AI -47823 **Health & Human Services Dept.** **14. A.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of Agreement between the University of Texas Health Science Center at San Antonio and Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

agreement
legal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/12/2014 02:30 PM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM

Form Started By: Monica Badillo Started On: 12/12/2014 02:23 PM

Final Approval Date: 12/12/2014

Zimbra **monica.badillo@co.hidalgo.tx.us**

FW: Hidalgo County/UT Pena Clinic Agreement

From : Steve Crain <scrain@atlashall.com> Fri, Dec 12, 2014 11:48 AM
Subject : FW: Hidalgo County/UT Pena Clinic Agreement 3 attachments
To : 'Monica Badillo' <monica.badillo@co.hidalgo.tx.us>

Monica: Attached is the Pena Clinic Agreement.

From: Debra L. Goetz [mailto:dgr@atlashall.com]
Sent: Friday, December 12, 2014 11:22 AM
To: 'Brenda Strama'
Cc: 'Steve Crain'
Subject: Hidalgo County/UT Pena Clinic Agreement

Brenda,

We made some minor revisions to the agreement to correct the reference to the county. The revised agreement is attached, along with a copy marked to show the changes from your original version.

If you have any questions or comments, please contact either Steve Crain (who is copied on this e-mail) or myself.

Debra L. Goetz
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502-3725
Direct Dial Number (956) 632-8242
Main Number (956) 682-5501
Fax Number (956) 686-6109
E-mail Address dgr@atlashall.com

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From: Brenda Strama [mailto:bstrama@bbsfirm.com]
Sent: Friday, December 12, 2014 7:21 AM
To: Leah Stewart; Debra L. Goetz
Cc: brenda.salazar@hchd.org
Subject: RE: Revised MOU among County, Cities and UT System for Medical School

Debra,

I hope to be sending you the agreement for the Pena clinic this afternoon. I would appreciate your putting it on the agenda. The purpose of the agreement is to provide integrated mental health services using a grant to UTHSCSA and UTRGV from the Methodist Healthcare Ministries.

Thanks,

Brenda T. Strama| Beatty Bangle Strama P.C.
(512) 879 5055

From: Leah Stewart
Sent: Thursday, December 11, 2014 3:29 PM
To: Debra L. Goetz
Cc: Brenda Strama
Subject: RE: Revised MOU among County, Cities and UT System for Medical School

Debra,

I hope to send you something first thing in morning. Is the Pena Clinic agreement between UT RGV and the County also on Tuesday's agenda?

Leah Stewart | Beatty Bangle Strama P.C.
512-879-5059
lstewart@bbsfirm.com

From: Debra L. Goetz [mailto:dgr@atlashall.com]
Sent: Wednesday, December 10, 2014 5:00 PM
To: Leah Stewart
Subject: RE: Revised MOU among County, Cities and UT System for Medical School

Leah,

We have asked for it to be on the agenda for Tuesday. While, ideally, we would have the final agreement when the agenda is posted this would not be the first time that does not happen. The sooner you can have something to us to review, the better. The county auditor will also need to review it

Debra

Debra L. Goetz
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502-3725
Direct Dial Number (956) 632-8242

Main Number (956) 682-5501
Fax Number (956) 686-6109
E-mail Address dgr@atlashall.com

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From: Leah Stewart [mailto:lstewart@bbsfirm.com]
Sent: Wednesday, December 10, 2014 4:55 PM
To: Debra L. Goetz
Subject: RE: Revised MOU among County, Cities and UT System for Medical School

Debra,

Thanks so much for the prompt answer. I understand. Can you tell me what lead time is required to get this done from the County's side? Can it be put on the meeting agenda for approval just in case? What other "deadlines" might be in play…

Leah Stewart | Beatty Bangle Strama P.C.
512-879-5059
lstewart@bbsfirm.com

From: Debra L. Goetz [mailto:dgr@atlashall.com]
Sent: Wednesday, December 10, 2014 4:51 PM
To: Leah Stewart
Subject: RE: Revised MOU among County, Cities and UT System for Medical School

Leah,

The quick answer on the timing issue is that if the agreement is not approved this year, it would likely push funding back a year (meaning two payments would not be made in 2015 because only one payment is budgeted for the year.) I know that is not what you were hoping to hear, and I suspect the county would not mind hearing arguments to the contrary, but that appears to be the concern if an agreement is not approved this year.

Debra L. Goetz
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725

McAllen, Texas 78502-3725
Direct Dial Number (956) 632-8242
Main Number (956) 682-5501
Fax Number (956) 686-6109
E-mail Address dgr@atlashall.com

Atlas Hall Rodriguez

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From: Leah Stewart [mailto:lstewart@bbsfirm.com]
Sent: Wednesday, December 10, 2014 11:46 AM
To: dgr@atlashall.com
Subject: FW: Revised MOU among County, Cities and UT System for Medical School

Debra,

Thanks for talking to me this morning, here is my contact information.

Leah

Leah Stewart | Beatty Bangle Strama P.C.
512-879-5059
lstewart@bbsfirm.com

From: Collins, Steven R. [mailto:scollins@utsystem.edu]
Sent: Tuesday, December 09, 2014 1:59 PM
To: Leah Stewart
Cc: Shine, Kenneth; Shaw Thomas, Amy
Subject: RE: Revised MOU among County, Cities and UT System for Medical School

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Atlas Hall Rodriguez

image001.jpg
5 KB

ICCU Agreement - Hidalgo County Health Dept UTHSCSA 12 11 14.docx

34 KB

ICCU (Pena Clinic) Agreement (marked).pdf
221 KB

AI -47383 **Health & Human Services Dept.** **14. B.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted For: Eddie Olivarez

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Requesting approval of the Certification of Revenue in the amount of $285,474.67 for the period of 01/01/2015 to 08/31/2015 from the TB/PC Fed Tuberculosis Prevention and Control grant contract #2015-001400-00.
2. Requesting approval of the budget appropriation in the amount of $285,474.67 from federal funds and in the amount of $57,095.00 from local match.

BACKGROUND

08/25/14 - AI-45850 - Acceptance of initial grant contract #2015-001400-00 in which 33% of the total grant award was appropriated.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1293-441-00-340-011-5-XXX

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

BUDGETARY IMPACT:

Required local match is 20%
Local match was reserved during the 2014 budget process and has been appropriated.

This is the second budget appropriation for this grant. Reference AI-45850, 08/25/14 for first part. Grant contract restricted amounts to appropriate during 2014 & 2015.

Total grant award: $428,212.00

Attachments

Grant Contract
Budget Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/13/2014 02:27 PM
Rosalinda Cantu	Rosie Cantu	11/20/2014 04:28 PM

Manuel Chapa	Debbie Tamez	11/21/2014 09:41 AM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Mike Escaname		Started On: 11/13/2014 10:52 AM
Final Approval Date: 12/12/2014		

DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2015-001400-00

This Contract is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and Hidalgo County (Contractor), a Governmental, (collectively, the Parties) entity.

1. Purpose of the Contract: DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations.

2. Total Amount: The total amount of this Contract is $428,212.00.

3. Funding Obligation: This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. Term of the Contract: This Contract begins on 09/01/2014 and ends on 08/31/2015. DSHS has the option, in its sole discretion, to renew the Contract. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. Authority: DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. Program Name: TB/PC-FED Tuberculosis Prevention and Control-Federal

7. Statement of Work:

SECTION 1. STATEMENT OF WORK:

A. PROVISION OF SERVICES:

Throughout Contractor's defined service area, Contractor shall develop and provide services and associated activities for the prevention and control of tuberculosis (TB) in accordance with federal funding requirements.

Contractor shall perform activities required under this Program Attachment in the Service Area designated in the most recent version of Section 8. "Service Area" of this contract.

Contractor shall not use funds under this contract to support clinical care such as physician and nursing services or medication purchases.
Contractor may use funds under this contract to support any or all of the following activities:

• Directly observed therapy (DOT);

• Contact Investigations;

• Contact Reviews;

• Surveillance;

• Reporting;

• Data analyses;

• Cluster investigations; and/or

• Provider Education.

Funds under this contract may support full time employees (FTEs) based on the percentage of time involved in performing any of the above activities or to support contractual activities such as DOT.

Contractor shall provide services outlined above in compliance with the following:

• DSHS Tuberculosis Work Plan, http://www.dshs.state.tx.us/idcu/disease/tb/policies/

• DSHS Standards of Performance for the Prevention and Control of Tuberculosis, http://www.dshs.state.tx.us/IDCU/disease/tb/publications/SOP-2014-final.doc;

• American Thoracic Society (ATS) and Centers for Disease Control and Prevention (CDC) joint statements on diagnosis, treatment and control of TB, http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5211a1.htm;

• Diagnostic Standards and Classification of Tuberculosis in Adults and Children, (American Journal of Respiratory and Critical Care Medicine), Vol. 161, pp. 1376-1395, 2000)

http://ajrccm.atsjournals.org/cgi/reprint/161/4/1376;

• Treatment of Tuberculosis, (ATS/CDC/IDSA), 2003,
http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5211a1.htm;

• Targeted Tuberculin Testing and Treatment of Latent TB Infection (LTBI), Morbidity and Mortality Weekly Report, Vol. 49, No. RR-6, 2000, http://www.cdc.gov/mmwr/PDF/rr/rr4906.pdf;

• Updated: Adverse Event Data and Revised ATS/CDC Recommendations Against the Use of Rifampin and Pyrazinamide for Treatment of Latent Tuberculosis Infection – United States, 2003, MMWR 52 (No. 31), http://www.cdc.gov/mmwr/preview/mmwrhtml/mm5231a4.htm;

• Controlling Tuberculosis in the United States, MMWR, Vol. 54, No. RR-12, 2005
http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5412a1.htm; and

• Guidelines for the Prevention and Treatment of Opportunistic Infections Among HIV-Exposed and HIV-Infected Children, http://www.cdc.gov/mmwr/pdf/rr/rr58e0826.pdf.

Contractor shall comply with all applicable federal and state regulations and statutes, including, but not limited to, the following:

• Texas Tuberculosis Code, Health and Safety Code, Chapter 13, Subchapter B;

• Communicable Disease Prevention and Control Act, Texas Health and Safety Code, Chapter 81;

• Screening and Treatment for Tuberculosis in Jails and Other Correctional Facilities, Health and Safety Code, Chapter 89; • Texas
Administrative Code TAC, Title 25, Part 1, Chapter 97, Subchapter A, Control of Communicable Diseases; and

• Texas Administrative Code TAC, Title 25, Part 1, Chapter 97, Subchapter H, Tuberculosis Screening for Jails and Other Correctional Facilities.

Contractor shall perform all activities under this Renewal Program Attachment in accordance with Tuberculosis and Refugee Health Services Branch, Tuberculosis Work Plan (attached as Exhibit A), and detailed budget as approved by DSHS. Contractor must receive written approval from DSHS before varying from applicable procedures in the final approved work plan, and must update its implementation documentation within forty-eight (48) hours of making approved changes so that staff working on activities under this contract knows of the change(s).

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Contractor's expenditures on a quarterly basis. If expenditures are below what is projected in Contractor's total Renewal Program Attachment amount, Contractor's budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

Use of Funds:

Contractor will be subject to adjustments in award amounts based on changes to the number of clients served, utilization of funds, or other factors.

Contractor shall provide a match of no less than 20% of the DSHS share of the total budget reflected in the Program Attachment. Contractor shall provide match at the required percentage or DSHS may hold payment vouchers, use administrative offsets, or request a refund from Contractor until such time as the required match ratio is met. No federal or other grant funds can be used as match.

Contractor shall not use DSHS funds or matching funds (including in-kind contributions) for:

1. Food;
2. Incentives;
3. Entertainment; or
4. Sectarian worship, instruction, or proselytization.

Contractor shall:
1. Lapse no more than 5% of the total funded amount of the contract.
2. Maintain and adjust spending plan throughout the contract term to avoid lapsing funds.
3. Maintain staffing levels to meet required activities of the contract and to ensure all funds in personnel category are expended.

Contractor's budget shall include costs to cover required TB trainings and continuing education training.

Contractor is allocated $142,737.33 from September 1, 2014 – December 31, 2014.
Contractor is allocated $285,474.67 from January 1, 2015 – August 31, 2015.
Expenditures must not exceed the above allocated amounts within the specified timeframes.

B. REPORTING:

Contractor shall provide a complete and accurate Annual Progress Report covering the period from January to December 2014, in the format provided by DSHS, demonstrating compliance with requirements of the Program Attachments during that time period. The report shall include, but not limited to, a detailed analysis of performance related to the performance measures listed below. The Contractor's Annual Progress Report shall not be combined with another Contractor's or health service region's Annual Progress Report. The report is due February 13, 2015, and shall be sent to the TB Reporting Mailbox - TBContractReporting@dshs.state.tx.us. Any individual-level patient data this will need to be sent to Public Health Information Network (PHIN). Contractors can mail the Annual Progress Report to their DSHS health service region thereby authorizing them to submit the report on their behalf. If the Contractor sends the report to DSHS health service region, the deadline for submission to TB and Refugee Health Services Branch remains unchanged. Contractor shall maintain documentation used to calculate performance measures as required by General Provisions Article VIII "Records Retention" and by Texas Administrative Code Title 22, Part 9 Chapter 165, §165.1 regarding the retention of medical records.

Contractor shall adhere to reporting requirements documented in the Tuberculosis Work Plan and the CDC Tuberculosis Surveillance Data Training Report of Verified Case of Tuberculosis (RVCT) Instruction Manual available at, http://www.cdc.gov/tb/programs/rvct/InstructionManual.pdf.

C. TRAINING:
Contractor shall provide orientation and training to all employees involved in TB activities including physicians, nurses, contact investigators, outreach workers, case registry staff, receptionists, and other support staff.

Within ninety (90) days of employment, all newly hired employees shall complete required TB training specific to their duties and responsibilities. Refer to the Tuberculosis Work Plan for required trainings for newly hired employees. Each year, employees that provide TB services shall receive sixteen (16) hours of continuing education or training relevant to their position. Documentation of all training (including the hours, topics, and dates) shall be retained for each employee who delivers TB services and made available upon request by DSHS Tuberculosis and Refugee Health Services Branch and listed in detail in the Accomplishments section of the Annual Progress Report.
Contractor's case registry staff shall attend annual medical records conference and workshop to obtain the latest records management procedures.

D. COHORT REVIEWS:

Contractor shall conduct cohort reviews as described in the Tuberculosis Work Plan. Contractor shall submit all required documents for cohort reviews as noted in the TB Work Plan including but not limited to the Cohort Summary Report and Cohort Presentation Form using the following Cohort Period and Submission Schedule:

Cohort Period & Submission Schedule

Cohort Period Cases Counted In:	Are reviewed and reported by:
1st quarter (Jan 1 to Mar 31) current year	March 31 of the following year
2nd quarter (Apr 1 to June 30) current year	June 30 of the following year
3rd quarter (July 1 to Sep 30) current year	September 30 of the following year
4th quarter (Oct 1 to Dec 31) current year	December 31 of the following year

SECTION II. FY15 PERFORMANCE MEASURES:

The following performance measures will be used to assess, in part, Contractor's effectiveness in providing the services described in this Renewal Program Attachment, without waiving the enforceability of any of the other terms of the contract or any other method of determining compliance:

1. Cases, and suspected cases, of TB under treatment by Contractor shall be placed on timely and appropriate Direct Observed Therapy (DOT).

For FY15 reporting, data will cover all cases from calendar year 2014 (1/1/2014 -12/31/2014). A compliance percentage of not less than 90% is required.

If data indicates a compliance rate percentage for this Performance Measure of less than 90%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

2. Newly diagnosed TB cases that are eligible* to complete treatment within 12 months shall complete therapy within 365 days or less;
*Exclude TB cases 1) diagnosed at death, 2) who die during therapy, 3) who are resistant to Rifampin, 4) who have meningeal disease, and/or 5) who are younger than 15 years with either miliary disease or a positive blood culture for TB.

For FY15 reporting, data will cover all cases from calendar year 2013 (1/1/2013 -12/31/2013). A

compliance percentage of not less than 86% is required.

If data indicates a compliance percentage for this Performance Measure of less than 86%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

3. TB cases with initial cultures positive for Mycobacterium tuberculosis complex shall be tested for drug susceptibility and have those results documented in their medical record.

For FY15 reporting, data will be drawn from calendar year 2013 (1/1/2013 -12/31/2013). A compliance percentage of not less than 97.6% is required.

If data indicates a compliance percentage of less than 97.6%for this Performance Measure then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

4. Newly-reported cases of TB with Acid-fast Bacillis (AFB) positive sputum culture results will have documented conversion to sputum culture-negative within 60 days of initiation of treatment.

For FY15 reporting, data will be drawn from calendar year 2013 (1/1/2013 -12/31/2013). A compliance percentage of not less than 46% is required.

If data indicates a compliance percentage of less than 46% for this Performance Measure, then DSHS may (at its sole discretion) require additional measures be taken by contractor to improve the percentage, on a timeline set by DSHS;

5. Newly-reported TB cases shall have an HIV test performed (unless they are known HIV- positive, or if the patient refuses) and shall have positive or negative HIV test results reported to DSHS according to the schedule provided herein.

For FY15 reporting, data will be drawn from calendar year 2014 (1/1/2014 -12/31/2014). A compliance percentage of not less than 82% is required.

If fewer than 82% of newly reported TB cases have a result of an HIV test reported, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

6. Newly-reported suspected cases of TB disease shall be started in timely manner on the recommended initial 4-drug regimen.
For FY15 reporting, data will be drawn from calendar year 2014 (1/1/2014 -12/31/2014). A compliance percentage of not less than 93.4% is required.

If fewer than 93.4% of newly-reported TB cases are started on an initial 4-drug regimen in accordance with this requirement, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

7. Newly-reported TB patients with a positive AFB sputum-smear result shall have at least three contacts identified as part of the contact investigation that must be pursued for each case.

For FY15 reporting, data will be drawn from calendar year 2014 (1/1/2014 -12/31/2014). A compliance

percentage of not less than 90% is required.

If data indicates a compliance percentage for this Performance Measure of less than 90%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

8. Newly-identified contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive TB case shall be evaluated for TB infection and disease.

For FY15 reporting, data will be drawn from calendar year 2013 (1/1/2013 -12/31/2013). A compliance percentage of not less than 82% is required.

If data indicates a compliance percentage for this Performance Measure of less than 82%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

9. Contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive case and that are newly diagnosed with latent TB infection (LTBI) shall be started on timely and appropriate treatment.

For FY15 reporting, data will be drawn from calendar year 2013 (1/1/2013 -12/31/2013). A compliance percentage of not less than 67.5% is required.

If data indicates a compliance percentage for this Performance Measure of less than 67.5%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

10. Contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive case that are newly diagnosed with LTBI and that were started on treatment shall complete treatment for LTBI as described in Targeted Tuberculin Testing and Treatment of Latent TB Infection (LTBI), Morbidity and Mortality Weekly Report, Vol. 49, No. RR-6, 2000, and according to the timelines given, therein.

For FY15 reporting, data will be drawn from calendar year 2013 (1/1/2013 -12/31/2013). A compliance percentage of not less than 47.5% is required.

If data indicates a compliance percentage for this Performance Measure of less than 47.5%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

11. Newly-reported TB patients that are older than 12-years-old and that have a pleural or respiratory site of disease shall have sputum AFB-culture results reported to DSHS according to the timelines for reporting initial and updated results given herein.

For FY15 reporting, data will be drawn from calendar year 2014 (1/1/2014 -12/31/2014). A compliance percentage of not less than 90.5% is required.

If data indicates a compliance percentage for this Performance Measure of less than 90.5%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

12. Increase the proportion of culture-confirmed TB cases with a genotyping result reported.

For FY15 reporting, data will be drawn from calendar year 2014 (1/1/2014 -12/31/2014). A compliance percentage of not less than 94.2% is required.

If data indicates a compliance percentage for this Performance Measure of less than 94.2%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

13. For Class B immigrants and refugees with abnormal chest x-rays read overseas as consistent with TB, increase the proportion who initiate medical evaluation within 90 days of arrival.

For FY15 reporting, data will be drawn from calendar year 2013 (1/1/2013 -12/31/2013). A compliance percentage of not less than 56% is required.

Measure of less than 56%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

14. For Class B immigrants and refugees with abnormal chest x-rays read overseas as consistent with TB and who are diagnosed with latent TB infection (LTBI during evaluation in the US, increase the proportion who start treatment.

For FY15 reporting, data will be drawn from calendar year 2013 (1/1/2013 -12/31/2013). A compliance percentage of not less than 66% is required.

Measure of less than 66%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

15. For Class B immigrants and refugees with abnormal chest x-rays read overseas as consistent with TB and who are diagnosed with latent TB infection (LTBI during evaluation in the US and started on treatment, increase the proportion who complete LTBI treatment.

For FY15 reporting, data will be drawn from calendar year 2013 (1/1/2013 -12/31/2013). A compliance percentage of not less than 67% is required.

Measure of less than 67%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS; and

16. All reporting to DSHS shall be completed as described herein under Section I-B above and submitted by the deadlines given.

If Contractor fails to meet any of the performance measures, Contractor shall furnish in the narrative report, due February 13, 2015, a written explanation including a plan (with schedule) to meet those measures. This requirement does not excuse any violation of this Contract, nor does it limit DSHS as to any options available under the contract regarding breach.

BILLING INSTRUCTIONS:
Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation for reimbursement of the required services/deliverables. Vouchers and

supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/number below.

Claims Processing Unit, MC 1940
Department of State Health Services
1100 West 49th Street
PO Box 149347
Austin, Texas 78714-9347

The fax number for submitting State of Texas Purchase Voucher (Form B-13) to the Claims Processing Unit is (512) 776-7442. The email address is invoices@dshs.state.tx.us.

8. Service Area

Hidalgo County

This section intentionally left blank.

10. Procurement method:

Non-Competitive | Interagency/Interlocal

GST-2012-Solicitation-00064 | FY14 TB/FED

11. Renewals:

Number of Renewals Remaining: 0 Date Renewals Expire: 08/31/2015

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

93.116, 93.116

14. DUNS Number:

103110834

15. Programmatic Reporting Requirements:

Report Name	Frequency	Period Begin	Period End	Due Date
Narrative Report	Annually	January 1, 2014	December 31, 2014	February 13, 2015
Financial Status Rep	Quarterly	September 1, 2014	December 31, 2014	February 2, 2015
Financial Status Rep	Quarterly	January 1, 2015	February 28, 2015	March 30, 2015
Financial Status Rep	Quarterly	March 1, 2015	May 30, 2015	June 30, 2015
Financial Status Rep	Quarterly	June 1, 2015	August 31, 2015	October 15, 2015

Submission Instructions:

Annual Report: Submit program reports to the TB Reporting Mailbox - TBContractReporting@dshs.state.tx.us.

Financial Status Reports:
Claims Processing Unit, MC1940
Department of State Health Services
1100 West 49th Street
PO Box 149347
Austin, TX 78714-9347

The fax number is (512) 776-7442. The email address is invoices@dshs.state.tx.us

16. Special Provisions

General Provisions, ARTICLE III SERVICES, Section 3.02 Disaster Services, is revised to include the following:

In the event of a local, state, or federal emergency the Contractor has the authority to utilize approximately 5% of staff's time supporting this Program Attachment for response efforts. DSHS shall reimburse Contractor up to 5% of this Program Attachment funded by Center for Disease Control and Prevention (CDC) for personnel costs responding to an emergency event. Contractor shall maintain records to document the time spent on response efforts for auditing purposes. Allowable activities also include participation of drills and exercises in the pre-event time period. Contractor shall notify the Assigned Contract Manager in writing when this provision is implemented.

General Provisions, Article IV, Funding Section 4.03, Use of Funds, is amended to include the following:

Contractor is allocated $142,737.33 from September 1, 2014 – December 31, 2014.
Contractor is allocated $285,474.67 from January 1, 2015 – August 31, 2015.
Expenditures may not exceed the above allocated amounts within the specified timeframes.

General Provisions, Article IV. Funding, Section 4.06, Nonsupplanting, is revised to include the following:

Funding from this Renewal Program Attachment shall not be used to supplant (i.e., used in place of funds dedicated, appropriated or expended for activities funded through this Renewal Program Attachment) state or local funds, but Contractor shall use such funds to increase state or local funds currently available for a particular activity. Contractor shall maintain local funding at a sufficient rate to support the local program. If the total cost of the project is greater than DSHS' set funding, Contractor shall supply funds for the remaining costs in order to accomplish the objectives set forth in this Program Attachment.

General Provisions, ARTICLE V, Payment Methods and Restrictions Section 5.02, Billing Submission is amended to include the following:

Contractor must submit requests for reimbursement or payment, or revisions to previous reimbursement request(s), no later than February 15, 2015 for costs incurred between the service dates of September 1, 2014 and December 31, 2014.

General Provisions, Article V, Payment Methods and Restrictions, Section 5.03, Final Billing Submission, is amended to include the following:

Contractor shall submit final close-out bill or revisions to previous reimbursement request(s), no later than February 15, 2015 for costs incurred between the services dates of September 1, 2014 and December 31, 2014. Expenditures with service dates from September 1, 2014 to December 31, 2014 will not be paid, if submitted after February 15, 2015.

General Provisions, ARTICLE V. PAYMENT METHODS AND RESTRICTIONS, Section 5.05 Financial Status Reports, is amended to include the following:

Contactor shall submit FSRs to Accounts Payable by the last business day of the month following the end of each term reported. The FSR period will be reported as follows: Quarter One shall include September 1, 2014 through December 31, 2014. Quarter two shall include January 1, 2015 through February 28, 2015. Quarter three shall include March 1, 2015 through May 30, 2015. Quarter four shall include June 1, 2015

through August 31, 2015. Contractor shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term

General Provisions Article VIII Confidentiality, Section 8.03, Exchange of client-identifying information, is revised to include the following:

Neither Contractor, nor any subcontractor, shall transfer a client or patient record through any means, including electronically, to another entity or person, or subcontractor without written consent from the client or patient, or someone authorized to act on his or her behalf; however, DSHS may require Contractor, or any subcontractor, to timely transfer a client or patient record to DSHS if the transfer is necessary to protect either the confidentiality of the record or the health and welfare of the client or patient, or is otherwise provided by law.

DSHS shall have timely access to a client or patient record in the possession of Contractor, or any subcontractor, under authority of the Texas Health and Safety Code, Chapters 81 and 85, and the Medical Practice Act, Texas Occupations Code, Chapter 159. In such cases, DSHS shall keep confidential any information obtained from the client or patient record, as required by the Texas Health and Safety Code, Chapter 81, and Texas Occupations Code, Chapter 159.

General Provisions, Article XV. General Terms, Section 15.15 Amendment, is amended to include the following:
Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least ninety (90) days prior to the end of the term of this Program Attachment.

17. Documents Forming Contract. The Contract consists of the following:

a. Contract (this document)	2015-001400-00
b. General Provisions	Subrecipient General Provisions
c. Attachments	Budgets
d. Declarations	Certification Regarding Lobbying, Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification
e. Exhibits	

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

18. Conflicting Terms. In the event of conflicting terms among the documents forming this Contract, the order of control is first the Contract, then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

19. Payee. The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name:	Hidalgo County
Vendor Identification Number:	17460007176

20. Entire Agreement. The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract,

Department of State Health Services	**Hidalgo County**
By: Signature of Authorized Official	By: Signature of Authorized Official
Date	Date
Name and Title 1100 West 49th Street Address Austin, TX 787-4204 City, State, Zip	Name and Title Address City, State, Zip
Telephone Number	Telephone Number
E-mail Address	E-mail Address

Budget Summary

Organization Name: Hidalgo County Program ID: TB/PC-FED

Contract Number: 2015-001400-00

Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match Contributions	Category Total
Personnel	$295,406.00	$62,193.00	$0.00	$357,599.00
Fringe Benefits	$110,068.00	$23,173.00	$0.00	$133,241.00
Travel	$7,318.00	$0.00	$0.00	$7,318.00
Equipment	$0.00	$0.00	$0.00	$0.00
Supplies	$15,420.00	$276.00	$0.00	$15,696.00
Contractual	$0.00	$0.00	$0.00	$0.00
Other	$0.00	$0.00	$0.00	$0.00
Total Direct Costs	$428,212.00	$85,642.00	$0.00	$513,854.00
Indirect Costs	$0.00	$0.00	$0.00	$0.00
Totals	$428,212.00	$85,642.00	$0.00	$513,854.00

CERTIFICATION REGARDING LOBBYING

Organization Name: Hidalgo County
Contract Number: 2015-001400-00

For contracts greater than $100,000, this attachment is applicable and must be signed as part of the contract agreement.

CERTIFICATION REGARDING LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit, an officer or employee of congress, or an employee of a member of congress in connection with this Standard Form-11, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

(•) Applicable ( ) Non-Applicable

Signature of Authorized Individual Date:

Navigation Links

Status	Page Name	Note	Created By	Last Modified By
	Certification Regarding Lobbying			
	Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification			
	Signature Page			

TEXAS Department of State Health Services

CMPS Contract Management and Procurement System

FISCAL FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.

Organization Name	Hidalgo County				
Address	1304 S 25th St				
City	Edinburg	State	Texas	Zip Code (9 digit)	78539
Payee Name	Hidalgo County				
Address	Hidalgo County Treasurer 2810 S Business 281				
City	Edinburg	State	TX	Zip Code (9 digit)	78539-6243
Vendor identification No.		17460007176		MailCode	060
Payee DUNS No. *		103110834			

1. Did your organization have a gross income, from all sources, of more than $300,000 in your previous tax year? *

(●) Yes ( ) No

2. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?

( ) Yes (●) No

3. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive $25 million or more in annual gross revenues from federal awards in the preceding fiscal year?

(●) Yes ( ) No

Identify contact persons for FFATA Correspondence. *

FFATA Contact Person #1

Name*	Ramon Garcia
Email*	ramon.garcia@co.hidalgo.tx.us
Telephone*	(956) 318-2600

FFATA Contact Person #2

Name*	Ray Eufracio CPA

Email*	ray.eufracio@auditor.co.hidalgo.tx.us
Telephone*	(956) 318-2511

☐ As the authorized representative of the Organization, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

E-Signature Date

Navigation Links

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DATE: January 01, 2015

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 5-1293-441-00-340-011-5-XXX TB ELIMINATION

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increase) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Personnel		
5-1293-441-00-340-011-5-113	TB Elim - Reg F/T Employees	$ 239,591.00
Fringes		
5-1293-441-00-340-011-5-211	TB Elim - Health Insurance	$ 40,474.00
5-1293-441-00-340-011-5-212	TB Elim - Life Insurance	$ 278.00
5-1293-441-00-340-011-5-220	TB Elim - FICA	$ 18,329.00
5-1293-441-00-340-011-5-230	TB Elim - Retirement	$ 27,027.00
5-1293-441-00-340-011-5-250	TB Elim - Unemployment Comp	$ 1,366.00
5-1293-441-00-340-011-5-260	TB Elim - Workers Comp	$ 1,798.00
Travel		
5-1293-441-00-340-011-5-581	TB Elim - In-County Travel	$ 3,373.00
5-1293-441-00-340-011-5-583	TB Elim - Out-Of-County Travel	$ 1,530.00
Supplies		
5-1293-441-00-340-011-5-601	TB Elim - Office & Computer Supplies	$ 6,496.00
5-1293-441-00-340-011-5-604	TB Elim - Medical & Laboratory Supplies	$ 2,307.67
	TOTAL APPROPRIATION	$ 342,569.67
5-1293-331-12-340-011-5-000	TB Elim - Revenue	$ 285,474.67
5-1293-391-01-000-100-5-000	Transfers In - General Fund (**DO NOT POST**)	$ 57,095.00
5-1100-491-01-000-293-5-891	Transfers Out - Health Grants (**DO NOT POST**)	$ 57,095.00
	TOTAL APPROPRIATION	$ 342,569.67

REASON: To appropriate the TB Prevention & Control - Federal grant award for FY 15 including local match. This amount is limited to 67% of the total grant award of $428,212.00 as per grant contract.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S DATE ATTEST CO. CLERK

AI -47617 **Health & Human Services Dept.** **14. C.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval to submit a request for additional grant funds for the Bioterrorism Discretionary program in an amount up to $9,287.56 with a local match requirement of up to $928.76.

BACKGROUND

10/14/14 - AI-46820 - Acceptance of PPCPS / BD (Bioterrorism Discretionary) FY 15 grant contract #2015-047253-001.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 4-1293-441-00-340-047-5-XXX

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

BUDGETARY IMPACT:

Requires 10% local match. ($928.76)

No funds are required at this time.

Match funding source: 4-1100-491-01-000-293-5-891

Attachments

Award Email

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/04/2014 08:56 AM
Rosalinda Cantu	Rosie Cantu	12/09/2014 03:15 PM
Manuel Chapa	Manuel Chapa	12/11/2014 04:39 PM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Mike Escaname		Started On: 12/02/2014 10:06 AM
Final Approval Date: 12/12/2014		

From: "Wilczynski,Jonah (DSHS)" <Jonah.Wilczynski@dshs.state.tx.us>
To: "Mike Escaname" <miguel.escaname@hchd.org>
Cc: "Adams,Jason (DSHS)" <Jason.Adams@dshs.state.tx.us>
Subject: RE: HAZARDS FY15-July-August funding-OPTION - Question - Hidalgo County
Date: 12/1/2014 9:56:23 AM

Good Morning Mike.

I am still waiting for the Final August B-13 to be paid and entered into the Comptroller's System. Contingent upon the final payment being processed according to the coding I provided, Hidalgo County will have $9,287.56 of unexpended 5Y of the July 1 – August 31, 2014 allocation. Please respond by the deadline provided below or let me know if you have additional questions.

Jonah Wilczynski, CTCM
Contract Manager
DCPS/RLHS Contract Management Unit
1100 W. 49th Street Austin, Texas 78756
Mail Code: 1990
512/776-3968 (Direct), 512/776-7391 (Fax)

From: Adams,Jason (DSHS)
Sent: Wednesday, November 26, 2014 8:34 AM
To: Mike Escaname
Cc: Wilczynski,Jonah (DSHS)
Subject: RE: HAZARDS FY15-July-August funding-OPTION - Question - Hidalgo County

Good morning Mike,

I don't have the amount since each contract manager tracks their own LHD expenditures.

Jonah will be back on Monday and he'll have the amount you need.

From: Mike Escaname [mailto:miguel.escaname@hchd.org]
Sent: Wednesday, November 26, 2014 8:33 AM
To: Adams,Jason (DSHS)
Cc: Wilczynski,Jonah (DSHS)
Subject: HAZARDS FY15-July-August funding-OPTION - Question - Hidalgo County

Good morning Mr. Adams:

Is it possible that you may provide the amount of unexpended funds from Hidalgo County's allocation as mentioned below?

After we receive the amount, we will explore whether we will request the funds to be carried over.

I emailed Jonah Wilcznski but have received an automated response that he is out of the office.

Hidalgo County's HAZARDS contract that expired on August 31, 2014 is: #2014-001134-01.

Any information you can provide to this request will be greatly appreciated.

Regards,

Mike Escaname
Budget Manager
Hidalgo County Health & Human Services Dept.
1304 S. 25th St
Edinburg, Texas 78539
Main Office - 956-383-6221
Direct - 956-292-7000 ext. 7210

****

Good morning Folks,

Time is running out for the HAZARDS Contractors to request carryover of any remaining BP3 funds.

The FY 14 HAZARDS contracts, which expired on August 31, 2014 included some BP3 funds in the contract, specifically the July 1, 2014-August 31, 2014 allocation outlined in the Special Provisions of your contract.

If your jurisdiction's July 1-August 31 allocation was not fully expended, you have the option to request the unspent portion ($1,000 or more) to be added to your "one-time" funded contract through an amendment.

To request this funding, please submit a request to your assigned contract manager (Jonah Wilczynski) by **December 4, 2014** for review and approval.

Please note this amount is also subject to the 10% matching requirement.

Thank you for your support in this matter.

Jason Adams, MS, CTCM
Contract Manager
Regional Local Health Services and Compliance Branch
DCPS/RLHS Contract Management Unit
Texas Department of State Health Services
P.O. Box 149347, MC 1990
Austin, TX 78714
512-776-2109 (office)
512-776-7391 (fax)
Office Hours – 8:00am to 4:30pm

AI -47685 **Health & Human Services Dept.** **14. D.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

For clarification purposes of action taken by Commissioners' Court on 08/25/14, AI-46069 to include approval of request for Hidalgo County Treasurer to issue immediate check(s) after review and auditing procedures are completed by County Auditor, prior to services rendered pursuant to Architectural Barriers Administrative Rules 68.80(g) as attached hereto respectively issuance to Mr. Anthony Covacevich, Registered Accessibility Specialist, designated by Texas Department of Licensing and Regulation in order to permit the processing of necessary services in connection to the clinic renovations for compliance purposes and thus avoid penalties imposed by the State to the Hidalgo County Health & Human Services Department.

BACKGROUND

Clinic renovations need to be inspected pursuant to the Texas Architectural Barriers Act.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-441-00-340-00X-0-811

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

BUDGETARY IMPACT:

PO# 717876 available balance as of 12-8-14 $1,600.00

By Program:
Program 003 $1,200.00
Program 001 $ 400.00

Attachments

Support Docs
Adm Rules
Invoice

Form Review

Inbox	Reviewed By	Date

Budget & Management	Veronica Ortiz	12/08/2014 01:27 PM
Manuel Chapa	Manuel Chapa	12/09/2014 09:52 AM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM

Form Started By: Mike Escaname Started On: 12/05/2014 01:30 PM

Final Approval Date: 12/12/2014

AI-46069 **Health & Human Services Dept. 11. B.**

CC - REGULAR

Meeting Date: 08/25/2014

Submitted For: Eddie Olivarez **Submitted By:** Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Requesting approval to have the renovations of county health clinics inspected pursuant to the Texas Architectural Barriers Act.
2. Requesting approval to have County Judge sign the inspection notice.
3. Requesting approval to have County Judge sign the Request for Inspection form.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-441-00-340-003-0-811

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

BUDGETARY IMPACT:

AI-46068 - Line item transfer scheduled for 08/25/14 will place enough funds to cover inspection / licensing fee.

Requisition# 262084

Attachments

Info

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/19/2014 02:19 PM
Manuel Chapa	Manuel Chapa	08/19/2014 03:56 PM
Purchasing Department	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Mike Escaname Started On: 08/19/2014 11:11 AM

Final Approval Date: 08/21/2014

TEXAS DEPARTMENT OF LICENSING AND REGULATION

Compliance Division/Architectural Barriers Program
P. O. Box 12157 • Austin, Texas 78711 • (512) 539-5669 • (877)278-0999
Fax: (512) 539-5690 • Email: techinfo.ab@tdlr.texas.gov • Web site: www.tdlr.texas.gov

REQUEST FOR INSPECTION

In accordance with Texas Government Code, Chapter 469.105, and TDLR Administrative Rule 68.52, the owner of a building or facility subject to compliance with Chapter 469.101 shall obtain an inspection to verify compliance with the Texas Accessibility Standards (TAS) not later than the first anniversary of the completion of construction.

The request for an inspection must be made by completing this form and submitting it to a Registered Accessibility Specialist (RAS) not later than 30 calendar days after the completion of construction.

The completed Request for Inspection form must be received prior to proceeding with the inspection. Following the inspection, the owner will be advised in writing of the results.

PROJECT INFORMATION **PLEASE PRINT OR TYPE**

1. Project Name:		2. EABPRJ #:
Renovation of Several Health Clinics		A9809567
3. Project Address:		Suite #:
cities of Edinburg, Weslaco, McAllen, Mission, and Hidago		
City:	County: Hidalgo	Zip:

OWNER / AGENT INFORMATION (Check One)

☒ I am the Owner (the person/entity that holds title to the property)

☐ I am the Owner's Designated Agent **

**If you are not the owner, a completed Owner Agent Designation Form must accompany this form.

4. Name:	5. Company / Agency:	
Ramon Garcia, County Judge	Hidalgo County	
6. Address:		Suite #:
PO Box 1356		
City:	State:	Zip:
Edinburg,	Tx.	78540
7. Phone:	8. Fax:	9. **Email:

Ramon Garcia — 10. Signature of Owner/Designated Agent

12-3-14 — Date

I have authorized the following Registered Accessibility Specialist (RAS) to perform the inspection:

RAS Name: Anthony Covacevich			RAS # 00000097
Address: 401 Southgate Circle	City: Weslaco	State: Tx.	Zip: 78596
Phone: 956-279-0910	Fax:	Email: covacevich@aol.com	

TDLR FORM 041AB 02-14

Approved by Commissioners' Court on 8/25/14 KO

NOTE An individual who completes and files this form with the Texas Department of Licensing and Regulation (the Dept.) is entitled to the following:
1) to be informed about the information that the Dept. collects about the individual, upon their request and subject to a few exceptions;
2) to receive and review the information, under Sections 552.021 and 552.023 of the Texas Govt. Code; and
3) have the Dept. correct information about the individual that is incorrect, under Section 559.004 of the Texas Govt. Code.

**The Department will add your address to the Architectural Barriers email notification list, which automatically provides Department information on matters affecting Architectural Barriers. Your email address is confidential pursuant to the Texas Public Information Act; the Department will not share it with the public. For additional information link to http://www.license.state.tx.us/newsletters/TDLRnotificationLists.asp

Purchase Order
COUNTY OF HIDALGO

PO# 717876

DATE: 11/26/14

PAGE NO: 1 Of 1

PO TYPE:

VENDOR: 89931 REQ: 00266461

PHONE: (956)279-0910

Fax: (956)968-2484 EMAIL:

ANTHONY COVACEVICH CONSULTANTS
401 SOUTHGATE CIRCLE
WESLACO TX 78596

SHIP TO: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

CONTACT:

SITE: HEALTH

CONTRACT NO:

RECEIVED
DEC 01 2014
Hidalgo County Health & Human Services

SPECIAL INSTRUCTIONS:

VENDOR NOTES

1. Do not add to, or alter this Purchase Order. This Order is not renewable.
2. TAX EXEMPTION: This Purchase Order may be accepted in lieu of Exemption Certificate.
3. This Order is also placed F.O.B. Destination. Vendor must repay all shipping costs.
4. Invoice each Purchase Order singly. Original invoices are required customer copy may be accepted. Out number must appear on all invoices, bills of lading, and packages.
5. Payment will be made only for bona fide and full completed orders, unless otherwise attached.

QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		CLINICS: EDINBURG CLINIC, 3105 E. RICHARDSON, EDBG WESLACO CLINIC 1901 N. BRIDGE, WESLACO MCALLEN CLINIC, 300 E. HACKBERRY, MCALLEN MISSION CLINIC, 211 N. SCHUERBACH, MISSION HIDALGO CLINIC, 702 E. TEXANO, HIDALGO		
1.00	EACH	OM TDLR TEXAS ACCESSIBILITY STANDARDS (TAS 1994) INSPECTION FEES FOR VARIOUS HEALTH CLINIC RENOVATIONS	1,600.00	1,600.00
		TOTAL:		1,600.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		********** For Hidalgo County use only		
		4-1100-441-00-340-001-0-811 400.00		
		4-1100-441-00-340-003-0-811 1,200.00		

Authorized by: Martha L Salazar

12/1/14

Subject: Fwd: A9809567 Renovation of various health clinics
From: Mague Gonzalez <mague.gonzalez@wic.co.hidalgo.tx.us>
Date: 8/18/2014 3:39 PM
To: josie.escalante@hchd.org

Josie, this is the attachment that Anthony Covacevich sent. You will need this in order to process P.O.

Margarita Gonzalez
Accountant IV
Hidalgo County WIC Program
3105 W. University
Edinburg, Texas 78539
(956)381-4646 ext. 4042
(956)381-0017
mague.gonzalez@wic.co.hidalgo.tx.us

From: "Anthony Covacevich" <covacevich@aol.com>
To: "mague gonzalez" <mague.gonzalez@wic.co.hidalgo.tx.us>
Sent: Monday, August 18, 2014 3:33:35 PM
Subject: A9809567 Renovation of various health clinics

Ms. Gonzalez,
Thank you for contacting ACC to meet your accessibility needs. As you can see from the attached Project Confirmation Page, this is a 2009 which involved the health clinics in various locations.
ACC will conduct a TDLR Texas Accessibility Standards (TAS 1994) inspection for a fee of $1,600. The inspection of the various clinics will be conducted with a representative of the owner on site and the report will be submitted to the owner. All required forms and reports to TDLR will also be submitted. The inspection will occur at a date agreeable to all parties and at the time after ACC receives the project file from TDLR. Please call or email me if you have a question.
Thanks!

Anthony Covacevich, A.P.A.
R.A.S. 00000097
Accessibility Checks and Controls
401 Southgate Circle
Weslaco, Tx. 78596
Cell 956-279-0910

Attachments:

AB Project Reprint Confirmation Page.pdf 494 KB

Reg# 2620084

3rd quote

Texas Department of Licensing and Regulation
Architectural Barriers Project Registration Confirmation Page
Saturday, March 14, 2009
EABPRJA9809567

PERSON FILING FORM
Name: Anthony Covacevich **Phone:** 956-279-0910
Person Address: 401 Southgate Circle, Weslaco, Tx 78596
Ras Number: 00000097

Project Name: Renovation of several Health Clinics
Project Address: Hidalgo Co. Health and Human Services Cl
3105 E. Schunior and others
Edinburg, TX 78539 **County:** Hidalgo

TENANT
Contact Name: **Phone:**
Contact Address:

BUILDING/FACILITY Name: Hidalgo Co. Health and Human Services Cl
FACILITY Owner: Hidalgo County **Phone:** 956-318-2600
Owner Address: PO Box 1356, Edinburg, tx 78539
Contact Name: Rigoberto Hinojosa **Phone:** 956-383-6221
Contact Address: PO Box 1356, Edinburg, Tx 78539

DESIGN FIRM Name: Reynaldo Vargas dba VA Architecture **Phone:** 956-631-2242
Firm Address: 2029 Industrial Dr., McAllen, Tx 78504
Designer Name: Reynaldo Vargas
Type of License: Architect **License Number:** 7125

PROJECT DESCRIPTION
Start Date: 11/2008 **Completion date:** 11/2010 **Estimated Cost:** $330,000.00
Type of Work: Renovation/Alteration
Type of Funds: This project involves public funds, public land, or is a state lease.
State Lease No. :
Scope of Work: Renovations of several clinics located in the cities of Edinburg, Weslaco, McAllen,Mission, and H.dalgo,
Does this building(s) have more than one level? No
Are there any elevators, escalators, or platform lifts in this building? No
Are there any boiler in this building? No

This AB Project registration Confirmation Page, construction documents, and applicable fees must be submitted in accordance with the Texas Administrative Code Chapter 68, Rule 68.51.

If TDLR will be performing the review or inspection services, see Rule 68.80.

If a RAS will be performing the review or inspection services, please contact the RAS as they set and collect their own fees, see Rule 68.75.

In accordance with Rule 68.52, the owner of a building or facility must also obtain an inspection from the department or a registered accessibility specialist not later than the first anniversary of the completion of construction. Request for inspection shall be made by completing the Request for Inspection form and submitting it no later than 30 calendar days after the completion of construction.

Register Another Project Print This Page

Top of Page| TDLR Home Page|AB Home Page |AB Project Registration Page| Feedback

Click BACK to go to Previous Page

Architectural Barriers Administrative Rules

You can **download the entire Architectural Barriers Rules document** (73kb) as an Adobe PDF file, suitable for printing. **Acrobat Reader** is necessary to view.pdf files. If you need to obtain a copy of this program it is available as a free download for Windows or Macintosh operating systems.

ELIMINATION OF ARCHITECTURAL BARRIERS

Administrative Rules of the Texas Department of Licensing and Regulation16 Texas Administrative Code, Chapter 68

Effective March 15, 2012

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68.1. Authority. *(Effective June 1, 1994, 19 TexReg 3485, amended effective December 5, 1999, 24 TexReg 10855; repealed effective November 5, 2001, 26 TexReg 8807; new rule section effective November 5, 2001, 26 TexReg 8807; amended effective February 1, 2005, 30 TexReg 382; amended effective March 1, 2007, 32 TexReg 884)*

These rules are promulgated under the authority of Texas Government Code, Chapter 469, Elimination of Architectural Barriers, and Texas Occupations Code, Chapter 51.

68.10. Definitions. *(Effective June 1, 1994, 19 TexReg 3485; amended effective December 5, 1999, 24 TexReg 10855; amended effective June 26, 2000, 25 TexReg 6122; repealed effective November 5, 2001, 26 TexReg 8807, new rule section effective November 5, 2001, 26 TexReg 8807; amended effective February 1, 2005, 30 TexReg 382; amended effective March 1, 2007, 32 TexReg 884; amended effective March 15, 2012, 37 TexReg 677)*

The following words and terms, when used in this chapter shall have the following meanings, unless the context clearly indicates otherwise.

(1) **Act**--Texas Government Code, Chapter 469, Elimination of Architectural Barriers (the Texas Architectural Barriers Act).

(2) **Building--**Any structure located in the State of Texas that is used and intended for supporting or sheltering any use or occupancy.

(3) **Commencement of Construction**--The date of placement of engineering stakes, delivery of lumber or other construction materials to the job site, erection of batter boards, formwork, or other construction related work.

(4) **Completion of Construction**--The date when a construction project results in occupancy or the issuance of a certificate of occupancy. For public roadway projects, completion of construction occurs upon final payment and release of the contractor performing the work or, if the work is performed by public employees, removal of barricades and opening of all traffic lanes for use.

(5) **Construction Documents**--Documents used for the construction of a building or facility, including working drawings, plans, specifications, addenda, change orders, and other supplemental documents issued for the purpose of construction.

(6) **Contract Provider--**The state agency or political subdivision under contract with the department to perform plan reviews, inspections, or both.

(7) **Crosswalk--**That part of a roadway where motorists are required to yield to pedestrians crossing, as defined by state and local regulations, whether marked or unmarked.

(8) **Curb Line**--A line that represents the extension of the face of the curb and marks the transition between the sidewalk and the gutter or roadway at a curb ramp or flush landing.

(9) **Designated Agent--**An individual designated in writing by the owner to act on the owner's behalf.

(10) **Element--**An architectural or mechanical component of a building, facility, space, or site, e.g., telephone, curb ramp, door, drinking fountain, seating, or water closet.

(11) **Facility**--All or any portion of buildings, structures, site improvements, elements, and pedestrian routes or vehicular ways located on a site: including complexes, equipment, roads, walks, passageways, parking lots, or other real property subject to the Act.

68.80. Fees. *(Effective June 1, 1994, 19 TexReg 3485; amended effective October 1, 1995, 20 TexReg 7279; amended effective May 6, 1998, 23 TexReg 4263; amended effective December 5, 1999, 24 TexReg 10855; amended effective April 18, 2000, 25 TexReg 3248; amended effective December 1, 2000, 25 TexReg 10729; amended effective September 1, 2001, 26 TexReg 6011; emergency adoption effective November 7, 2001, expiration date, March 6, 2002; amended effective May 7, 2002, 27 TexReg4565; amended effective September 1, 2003, 28 TexReg 7364; amended effective February 1, 2005, 30 TexReg 382; amended effective March 1, 2007, 32 TexReg 884; amended effective March 15, 2012, 37 TexReg 677)*

(a) Fees collected by the department will be assessed according to the fee schedule. Plan review and inspection fees collected by the department shall be determined by the estimated cost of construction for the project, not including site acquisition, architectural, engineering or consulting fees, furnishings, or equipment that is not part of the building mechanical systems. Fee Schedule:

- **Estimated Construction Cost-50,000 - 200,000** - Plan Review Fee-250; Project Filing Fee-$175; Inspection Fee-$350
- **Estimated Construction Cost-200,001 - 500,000** - Plan Review Fee-$315; Project Filing Fee-$175; Inspection Fee-$375
- **Estimated Construction Cost-500,001 - 1,000,000** - Plan Review Fee-$380; Project Filing Fee-$175; Inspection Fee-$400
- **Estimated Construction Cost-1,000,001 - 5,000,000** - Plan Review Fee-$445; Project Filing Fee-$175; Inspection Fee-$445
- **Estimated Construction Cost-5,000,001 - 10,000,000** - Plan Review Fee-$575; Project Filing Fee-$175; Inspection Fee-$575
- **Estimated Construction Cost-10,000,001 - 15,000,000** - Plan Review Fee-$620; Project Filing Fee-$175; Inspection Fee-$620
- **Estimated Construction Cost-15,000,001- 25,000,000** - Plan Review Fee-$785; Project Filing Fee-$175; Inspection Fee-$785
- **Estimated Construction Cost-25,000,001 - 50,000,000** - Plan Review Fee-$955; Project Filing Fee-$175; Inspection Fee-$955
- **Estimated Construction Cost-50,000,001 - 75,000,000** - Plan Review Fee-$1175; Project Filing Fee-$175; Inspection Fee-$1175
- **Estimated Construction Cost-> 75,000,000** - Plan Review Fee - Contact TDLR; Project Filing Fee-$175; Inspection Fee-Contact TDLR

- **Late Project Filing Fee**: $300
- **Preliminary Review Fee**: $145 each
- **State Lease Inspection (no construction)**: $225 per lease
- **Special Inspection Fee**: $215 per hour, one hour minimum
- **Variance Application Fee**: $175 each
- **Variance Appeal Fee**: $200 each
- **Texas Accessibility Academy Fee**: $150

Registered Accessibility Specialist Fees:

- Application for Certificate of Registration: $300
- Registration Renewal: $250
- Wall Certificate Duplicate or Replacement: $25
- Wallet Card Duplicate or Replacement: $25

(b) When the estimated construction cost is less than $50,000, and the project is registered with the department for plan review, inspection, or plan review and inspection, the following shall apply:

(1) the project filing fee and a $200 plan review fee shall be paid for registration and review only;

(2) the project filing fee and a $200 inspection fee shall be paid for registration and inspection only;

(3) the project filing fee, a $200 plan review fee, and a $200 inspection fee shall be paid for registration, plan review, and inspection; or

(4) for projects submitted to a registered accessibility specialist or a contract provider, only the project filing fee is required.

(c) When a project is not subject to the Act and is registered with the department for plan review, inspection, or for plan review and inspection, the following shall apply:

(1) the project filing fee and applicable plan review fee shall be paid for plan review services only;

(2) the project filing fee, and applicable inspection fee shall be paid for inspection services only;

(3) the project filing fee, applicable plan review fee, and applicable inspection fee shall be paid for plan review and inspection services; or

(4) for projects submitted to a registered accessibility specialist or a contract provider, only the project filing fee is required.

(d) When a project is registered with the department for preliminary review, the preliminary plan review fee shall be paid.

(e) When a project is registered with the department after completion of construction, the late project filing fee and other applicable fees shall apply. The late project filing fee is in addition to the plan review fee and is required to be paid to the department for projects submitted to the department, a registered accessibility specialist, or contract provider. This fee is applicable when projects are registered after the completion of construction and is in lieu of the project filing fee.

(f) Late renewal fees for registrations issued under this chapter are provided under §60.83 of this title (relating to Late Renewal Fees).

(g) All fees are non refundable and must be paid prior to service being performed.

Anthony Covacevich Consultant

401 Southgate Circle
Weslaco, TX 78596

Invoice

Date	Invoice #
12/4/2014	767

Bill To
Hidalgo County Health Dept. 1304 S.25th Edinburg, Tx. 78539

Description	Amount
Inspection of TAS project- B9809567 Renovation of Several Health Clinics	1,600.00
TDLR requires payment prior to inspections.	**Total** $1,600.00

AI -47700 **Health & Human Services Dept.** **14. E.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted For: Eddie Olivarez

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval of the Non-Disclosure Agreement between the University of Texas - Pan American and Hidalgo County Health & Human Services Department.

BACKGROUND

The University desires to engage in general discussions and share certain Confidential Information with Hidalgo County Health & Human Services Dept. Hidalgo County Health & Human Services Dept. shall use Confidential Information for the purpose of internal program evaluation and assessment.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** N/A

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

BUDGETARY IMPACT:

No Budgetary impact

Attachments

Agreement

Legal Review

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/08/2014 01:36 PM
Manuel Chapa	Manuel Chapa	12/10/2014 09:45 AM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM

Form Started By: Mike Escaname Started On: 12/05/2014 04:35 PM

Final Approval Date: 12/12/2014

NON-DISCLOSURE AGREEMENT
(University Disclosing)

This non-disclosure agreement ("Agreement") entered into as of the date of the last signature (the "Effective Date") between The University of Texas – Pan American located at 1201 West University Drive, Edinburg, Texas 78541, a member institution of The University of Texas System ("University") and Hidalgo County Health Department ("Receiving Party"), a local government having a business address at 1304 S. 25th Avenue, Edinburg, Texas 78539. University and Receiving Party may each be referred to as "Party" or collectively as the "Parties".

RECITALS

A. The University desires to engage in general discussions and to share certain Confidential Information with Receiving Party pertaining to data collected during Operation Lone Star (August 4-8, 2014). This exchange includes all communication of Confidential Information between the Parties in any form whatsoever, including oral, written and machine readable form, pertaining to the above.

B. The University wishes to exchange the Confidential Information with Receiving Party for the sole purpose of Receiving Party's internal program evaluation and assessment (the "Purpose"), and regards certain parts of the Confidential Information it possesses to be secret and desires to protect those parts from unauthorized disclosure or use (such secret parts being hereafter collectively referred to as "Confidential Information").

C. University is willing to disclose Confidential Information (as "Owning Party") and Receiving Party is willing to receive Confidential Information on the terms and conditions set forth herein.

AGREEMENTS

Therefore, the Parties agree as follows:

1. "Confidential Information" is proprietary and/or secret information owned or controlled by the University and which is discussed or disclosed during any meeting or discussions regarding the Purpose or otherwise disclosed in connection with the Purpose. Confidential Information includes, but is not limited to, all communications by University with the Receiving Party in any form whatsoever including oral, written and machine-readable form, video, audio, phonorecord, recorded media, drawings, schematics, samples, devices, software, formulas, biological materials, applications for intellectual property protection, services, processes, procedures, trade secrets, intellectual property, pricing, costs, business or strategic plans, and marketing or advertising strategies.

2. The Receiving Party shall only use Confidential Information for the Purpose. Specifically, but without limitation, the Receiving Party will not use any of the Confidential Information for any commercial purpose or development of any products or technology and shall not use or attempt to practice any invention arising from or disclosed in the Confidential Information, or any part thereof, without first entering into an agreement with the University permitting such use or practice.

3. The Confidential Information shall remain the sole property of University.

4. Since the disclosure of Confidential Information by University is in strictest confidence, Receiving Party covenants and agrees to:

    a. Not disclose to any other person the Confidential Information, and use at least the same degree of care and discretion to maintain the Confidential Information secret as the Receiving Party uses in maintaining as secret its own Confidential Information, but always at least a reasonable degree of care and discretion;

    b. Not disclose such Confidential Information to any third parties or to use, duplicate, reproduce, copy, distribute, or otherwise disseminate such Confidential Information, except as permitted pursuant to this Agreement;

    c. Restrict disclosure of the Confidential Information solely to those employees of Receiving Party having a need to know such Confidential Information in order to accomplish the Purpose, provided that such employees shall have agreed in writing to be bound by the Terms of this Agreement or are automatically bound thereby as employees of the Receiving Party;

    d. Within thirty (30) days following request of University, return to University all documentation, copies, notes, diagrams, computer memory media and other materials containing any portion of the Confidential Information, or confirm to University, in writing, the destruction of such materials; and

    e. Immediately upon sale of Receiving Party or merger of Receiving Party with a third party, return to University all documentation, copies, notes, diagrams, computer memory media and other materials containing any portion of the Confidential Information, or confirm to University, in writing, the destruction of such materials.

5. Nothing in this Agreement shall be interpreted as placing any obligation or expectation of confidentiality or non-use on the part of the Receiving Party with respect to any of the Confidential Information that:

    a. can be demonstrated to have been in the public domain as of the date of this Agreement, or comes into the public domain during the term of this Agreement through no fault of the Receiving Party;

    b. can be demonstrated by tangible evidence to have been known to the Receiving Party prior to disclosure by University and as to which the Receiving Party has no obligation not to disclose or use it;

    c. is lawfully obtained by Receiving Party from a third party under no obligation of confidentiality, and who did not acquire it, directly or indirectly, from the University under a continuing obligation of confidentiality;

d. can be demonstrated by tangible evidence to have been independently developed by Receiving Party without a violation of this Agreement and without use of or reference to University's Confidential Information;

e. is generally disclosed by University to third parties without any confidentiality obligation on the third parties; or

f. is disclosed as required by law.

In the event any Confidential Information is required to be disclosed pursuant to governmental law, regulation, or judicial or administrative proceeding, Receiving Party shall provide prompt notice of such request to the University to allow University seek a protective order. In the event that such protective order or other remedy is not obtained, or that University waives compliance with the provisions hereof, Receiving Party and its employees and agents agree to furnish only that portion of the Confidential Information of University which is legally required to be furnished. Furthermore, such Confidential Information shall continue to be considered and treated by the Receiving Party as Confidential Information for all other purposes. Confidential Information required to be so disclosed shall not be deemed part of the public domain by virtue of such disclosure.

6. This Agreement imposes no obligation on Receiving Party with respect to any portion of the Confidential Information disclosed by University, unless such portion is:

   a. disclosed in a written document or machine readable media marked "CONFIDENTIAL" at the time of disclosure, or

   b. disclosed in any other manner and summarized in a memorandum mailed to the Receiving Party within thirty (30) days of the disclosure.

7. UNIVERSITY DOES NOT MAKE ANY REPRESENTATION WITH RESPECT TO AND DOES NOT WARRANT ANY INFORMATION PROVIDED UNDER THIS AGREEMENT, BUT SHALL FURNISH SUCH IN GOOD FAITH. WITHOUT RESTRICTING THE GENERALITY OF THE FOREGOING, UNIVERSITY DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED WITH RESPECT TO THE INFORMATION WHICH MAY BE PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. UNIVERSITY SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER RESULTING FROM RECEIPT OR USE OF THE INFORMATION BY THE RECEIVING PARTY.

8. The Receiving Party shall comply with all applicable federal, state and local laws and regulations in connection with its activities pursuant to this Agreement, including United States laws and regulations controlling the export of materials and information including technical data, plans, drawings, know-how, computer software, laboratory prototypes and other items.

9. In the event of a breach or threatened breach or intended breach of this Agreement by Receiving Party, University, in addition to any other rights and remedies available to it at law or in equity, shall be entitled to seek preliminary and final injunctions, enjoining and restraining such breach

or threatened breach or intended breach, or requiring specific performance of the Receiving Party's obligations hereunder, even if monetary damages are available and readily quantifiable and without proof of actual damage.

10. The validity, construction, and performance of this Agreement are governed by the laws of the State of Texas. The Texas state courts of Hidalgo County, Texas (or, if there is exclusive federal jurisdiction, the United States District Court for the Southern District of Texas) shall have exclusive jurisdiction and venue over any dispute arising out of this Agreement, and Receiving Party hereby consents to jurisdiction in such courts.

11. If any mediation, litigation or other legal proceeding relating to this Agreement occurs, the prevailing party shall, subject to the laws of the State of Texas, be entitled to recover from the other party (in addition to any other relief awarded or granted) its reasonable costs and expenses, including attorney's fees, incurred in the proceeding.

12. The rights and obligations of the Parties under this Agreement may not be sold, assigned or otherwise transferred. This Agreement shall not be amended or modified without mutual consent of the Parties to such amendment or modification.

13. Neither Party may use the other Party's name without prior written consent.

14. Either party may terminate this Agreement at any time without cause upon thirty (30) days written notice to the other Party, or for cause effective upon written notice to the other Party.

15. LIMITATIONS. RECEIVING PARTY AND UNIVERSITY AGREE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY THE PARTIES TO ENTER INTO CERTAIN TERMS AND CONDITIONS THAT MAY BE A PART OF THIS AGREEMENT, INCLUDING THE TEXAS PUBLIC INFORMATION ACT AS SET FORTH IN CHAPTER 552 OF THE TEXAS GOVERNMENT CODE. ACCORDINGLY, THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE ONLY BINDING ON THE PARTIES TO THE EXTENT PERMITTED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS. Receiving Party and University specifically agree that (i) neither the execution of this Agreement by the Parties nor any other conduct, action or inaction of any representative of the Parties relating to this Agreement constitutes or is intended to constitute a waiver of the Parties' or the state's sovereign immunity to suit and (ii) the Parties have not waived their right to seek redress in the courts.

16. This Agreement is binding upon University and Receiving Party, and upon the directors, officers, employees and agents of each. This Agreement is effective as of the Effective Date and will continue for a period of three (3) years, unless earlier terminated as provided herein. However, Receiving Party's obligations of confidentiality and restrictions on use of the Confidential Information disclosed by University, and all related remedies of the University for breach thereof, shall survive expiration or termination of this Agreement.

17. This Agreement constitutes the entire and only agreement between the Parties for the confidentiality of Confidential Information related to the Purpose. Nothing herein requires either Party to proceed with any proposed transaction or relationship in connection with which the Confidential Information may be disclosed.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

The University of Texas – Pan American

By:_____

Sayed Sadiq Shah, PhD
Vice Provost for Research and Sponsored Projects

Date:_____

By:_____

Martin V. Baylor, MBA
Vice President for Business Affairs

Date:_____

Hidalgo County Health Department

By:_____

Name:_____

Title:_____

Date:_____

I acknowledge that I have read this Agreement in its entirety and that I shall use reasonable efforts to uphold my individual obligations and responsibilities set forth herein

_____

UTPA Researcher Date

From: "Brenda Salazar" <brenda.salazar@hchd.org>
To: mike.escaname@hchd.org
Subject: FW: Request for Review - Non-Disclosure Agreement W / UTPA
Date: 12/5/2014 4:21:05 PM

Hello, Mike,

Ready for Commissioners Court agenda

See comments from Mr. Garza, below.

Thank you!

Brenda G. Salazar
Public Health Technician IV
Hidalgo County Health & Human Services
1304 S. 25th Avenue
Edinburg, Texas 78542
956-383-6221, Ext. 7343

From: Michael Garza [mailto:michael.garza@da.co.hidalgo.tx.us]
Sent: Friday, December 05, 2014 3:58 PM
To: brenda.salazar@hchd.org
Cc: 'josephine ramirez'
Subject: FW: Request for Review - Non-Disclosure Agreement W / UTPA
Importance: High

The attachment is approved as to form. It is recommended that your department seek authority for Mr. Olivarez to sign the agreement from commissioners court.

Please let me know if you have any questions or concerns.

Michael Garza
Assistant Criminal District Attorney
County Affairs Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3824
(956) 318-2079 FAX
michael.garza@da.co.hidalgo.tx.us

****
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COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO michael.garza@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.
****

From: Glorimar Colon [mailto:gcolon@utpa.edu]
Sent: Friday, December 05, 2014 3:36 PM
To: michael.garza@da.co.hidalgo.tx.us
Cc: Suad Ghaddar; brenda.salazar@hchd.org; 'josephine ramirez'
Subject: RE: Request for Review - Non-Disclosure Agreement W / UTPA
Importance: High

Thank you so much for your prompt response. Attached is the modified agreement for signatures.

Regards,

Glorimar Colón, JD
Research Compliance Manager
Export Controls Officer
The University of Texas-Pan American
(956) 665-3008

From: Michael Garza [mailto:michael.garza@da.co.hidalgo.tx.us]
Sent: Friday, December 05, 2014 1:30 PM
To: Glorimar Colon
Cc: Suad Ghaddar; brenda.salazar@hchd.org; 'josephine ramirez'
Subject: RE: Request for Review - Non-Disclosure Agreement W / UTPA

The revisions are acceptable. You may leave paragraph 9 as originally written.

Please let me know if you have any questions or concerns.

Michael Garza
Assistant Criminal District Attorney
County Affairs Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3824
(956) 318-2079 FAX
michael.garza@da.co.hidalgo.tx.us

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****

From: Glorimar Colon [mailto:gcolon@utpa.edu]
Sent: Friday, December 05, 2014 12:14 PM
To: michael.garza@da.co.hidalgo.tx.us
Cc: Suad Ghaddar; brenda.salazar@hchd.org
Subject: FW: Request for Review - Non-Disclosure Agreement W / UTPA
Importance: High

Good afternoon Mr. Garza,

I received your concerns regarding the Non-Disclosure Agreement between the Hidalgo County Health Department and The University of Texas – Pan American (highlighted in yellow below). Please see my comments in red next to your concerns and advise if the proposed modifications are acceptable to the HCHD.

Thank you so much for your attention to this matter. I look forward to hearing back from you soon. If you would like to discuss, I can be reached at 956-665-3008.

Best,
Glorimar

Glorimar Colón, JD
Research Compliance Manager
Export Controls Officer

Office of Research Compliance, REIN 1.106H
The University of Texas - Pan American
1201 W University Dr.
Edinburg, TX 78539
(956) 665-3008 Office
(956) 665-2940 Fax
gcolon@utpa.edu

From: Suad Ghaddar
Sent: Monday, December 01, 2014 11:18 AM
To: Glorimar Colon
Cc: John Ronnau
Subject: Fw: Request for Review - Non-Disclosure Agreement W / UTPA

Hi Glorimar,

Can you please review the points made in the email below from Michael Garza and let me know if the language items of concern can be modified to facilitate the Health Department's signature.

Thanks

Suad

From: Brenda Salazar <brenda.salazar@hchd.org>
Sent: Monday, December 1, 2014 11:22 AM
To: Suad Ghaddar

Cc: mike.escaname@hchd.org; eddie.olivarez@hchd.org
Subject: FW: Request for Review - Non-Disclosure Agreement W / UTPA

Good morning, Dr. Ghaddar,

Please see response from Hidalgo County legal counsel regarding the non-disclosure agreement. Please forward to your legal counsel to make the appropriate changes and send back to me so the item may be placed on the Commissioners Court agenda for approval and signature by the County Judge.

Thank you!
Brenda G. Salazar

From: Michael Garza [mailto:michael.garza@da.co.hidalgo.tx.us]
Sent: Monday, December 01, 2014 10:02 AM
To: 'Mike Escaname'
Cc: eddie.olivarez@hchd.org; 'Brenda Salazar'; 'Lauren Rabe'; 'josephine ramirez'
Subject: RE: Request for Review - Non-Disclosure Agreement W / UTPA

Mike,

Below are a few concerns/suggestions we have with the agreement. Please see if the University is amenable to these changes.

Paragraph 5:

- f. Information disclosed as required by law.
  - Under the agreement, the county would have to provide prompt notice and assist fully in seeking a protective order or other assurance that confidential treatment will be accorded to the information, should university seek such assurances. The county usually does not agree to this type of provision. Would you agree to "*…Receiving Party shall provide prompt notice of such request to the University ~~and shall cooperate fully in seeking a protective order or other assurance that confidential treatment will be accorded to the Confidential Information required to be disclosed, should~~ to allow University seek a protective order. ~~such order or assurance.~~ In the event that such protective order or other remedy is not obtained, or that University waives compliance with the provisions hereof, Receiving Party and its employees and agents agree to furnish only that portion of the Confidential Information of University which is legally required to be furnished….*"?

Paragraph 9: breach or threatened breached by the county:

- The University is entitled to seek preliminary and final injunctions, enjoining and restraining the county for such breach or threatened breach or requiring specific performance even if monetary damages are available. The county usually does not agree to this type of provision. Would you please let us know what specific part the statement above the County is not agreeing to? What is the standard language for the County's own NDAs?

Paragraph 11: Entitlement to costs:

- If any mediation, litigation or other legal proceeding relating to this Agreement occurs, the prevailing party shall be entitled to recover from the other party (in addition to any other relief awarded/granted) its reasonable costs and expenses, including attorney's fees. The county usually does not agree to this type of provision. Would you agree to: *"the prevailing party, subject to the laws of the State of Texas, shall be entitled to recover from the other party (in addition to any other relief awarded/granted) its reasonable costs and expenses, including attorney's fees."*?

Paragraph 15: Limitations:

1. - The paragraph does not include the county as having constitutional and statutory limitations to enter into certain terms and conditions that are a part of the agreement. Recommend including language that the University agrees that the county is subject to certain constitutional and statutory limitations, and that the terms and conditions of the agreement are only binding on the county to the extent authorized by the laws and constitution of the State of Texas. Agree. I can add the Receiving Party to the Statutory limitations as follows: *"LIMITATIONS. RECEIVING PARTY AND UNIVERSITY AGREE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF ~~UNIVERSITY (A TEXAS STATE AGENCY)~~ THE PARTIES TO ENTER INTO CERTAIN TERMS AND CONDITIONS THAT MAY BE A PART OF THIS AGREEMENT, INCLUDING THE TEXAS PUBLIC INFORMATION ACT AS SET FORTH IN CHAPTER 552 OF THE TEXAS GOVERNMENT CODE. ACCORDINGLY, THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE ONLY BINDING ON ~~UNIVERSITY~~ THE PARTIES TO THE EXTENT ~~AUTHORIZED~~ PERMITTED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS. Receiving Party and University specifically agree that (i) neither the execution of this Agreement by ~~University~~ the Parties nor any other conduct, action or inaction of any representative of ~~University~~ the Parties relating to this Agreement constitutes or is intended to constitute a waiver of ~~University's~~ each Party or the state's sovereign immunity to suit and (ii) ~~University~~ the Parties have not waived its right to seek redress in the courts."*

Should you have any questions or concerns, please do not hesitate to contact me.

Michael Garza
Assistant Criminal District Attorney
County Affairs Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3824
(956) 318-2079 FAX
michael.garza@da.co.hidalgo.tx.us

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****

From: Mike Escaname [mailto:miguel.escaname@hchd.org]
Sent: Tuesday, November 25, 2014 9:03 AM
To: josephine.ramirez@da.co.hidalgo.tx.us
Cc: eddie.olivarez@hchd.org; Brenda Salazar; Lauren Rabe; michael.garza@da.co.hidalgo.tx.us
Subject: Request for Review - Non-Disclosure Agreement W / UTPA

Good morning Josephine / Michael:

I'm following up on an email / request that Lauren Rabe, (one of our Health Dept. employees) sent to Michael on 11/20/14. Lauren is out on medical leave and I am not aware if she has received a response from your office.

We had asked if you could review the attached document as we are presenting this to CC next Tuesday, (12/02/14).

Any information you can provide will be greatly appreciated.

Thanks,

Mike Escaname

Budget Manager
Hidalgo County Health & Human Services Dept.
1304 S. 25th St
Edinburg, Texas 78539
Main Office - 956-383-6221
Direct - 956-292-7000 ext. 7210

---- Original Message ----
From: "Lauren Rabe" <lauren.rabe@hchd.org>
Sent: 11/20/2014 8:44:11 AM
To: michael.garza@da.co.hidalgo.tx.us
Cc: "Mike Escaname" <miguel.escaname@mail.hchd.org>, "Eddie Olivarez" <eddie.olivarez@hchd.org>, "'Brenda Salazar'" <brenda.salazar@mail.hchd.org>
Subject: FW: OLS Results: Non-Disclosure Agreement

Good Morning Michael,
We received the attached agreement from UTPA. This agreement reflects data that was collected by UTPA during Operation Lone Star 2014. Could you please review and let us know if we can proceed with putting it on the agenda for Commissioner's Court or if the legal wording needs to be modified. Also, could you advise on who would need to be signing this agreement.

Thank you and have a great day!

Lauren Irma Rabe, MPA
Public Health Tech III
Hidalgo County Health & Human Services Department

1304 S. 25th Avenue
Edinburg, Texas 78539
O: (956) 383-6221, ext. 7331
F: (956) 318-2431

From: Brenda Salazar [mailto:brenda.salazar@hchd.org]
Sent: Thursday, November 20, 2014 8:38 AM
To: 'Mike Escaname'
Cc: 'Eddie Olivarez'; 'Lauren Rabe'
Subject: FW: OLS Results: Non-Disclosure Agreement

Good morning, Mike

Please see email below and place attachment on the agenda after legal review.

Let me know if I can assist in any way. Thank you!

Brenda G. Salazar
Public Health Technician IV
Hidalgo County Health & Human Services
1304 S. 25th Ave.
Edinburg, Texas 78542
956-383-6221, Ext. 7343

-----Original Message-----
From: Suad Ghaddar [mailto:sghaddar@utpa.edu]
Sent: Wednesday, November 19, 2014 7:06 PM
To: eddie.olivarez@hchd.org
Cc: Glorimar Colon; John Ronnau; Lauren Rabe; brenda.salazar@hchd.org
Subject: OLS Results: Non-Disclosure Agreement

Dear Mr. Olivarez,

I am writing to update you on the status of the results for data collected during Operation Lone Star this past August. Data entry has been completed and we are finalizing the summary report for you. As a result of a technical issue that our research team had with UTPA's Institutional Review Board, we are required to have a non-disclosure agreement between UTPA and the Hidalgo County Health Department. The agreement implies that the information shared through the report will be used for your internal program evaluation and assessment; unauthorized use includes publishing the report and releasing it through media outlets. The agreement is attached for your review and signature. Once

signed, please send it back via mail or email for routing within UTPA.

I apologize for this inconvenience. I do not anticipate that this issue will arise again during our ongoing partnership.

Feel free to contact me or Ms. Glorimar Colon, J.D., if you have any questions or need clarification on specific uses of the report.

Sincerely,

Suad

Suad Ghaddar, PhD
Director
South Texas Border Health Disparities Center
ITT Bldg. Rm 1.404Q
Tel (956) 665-7937; Fax (956) 665-7310
www.utpa.edu/health

The University of Texas-Pan American
1201 W. University Dr.
Edinburg, TX 78539-2999

AI -47614 **Health & Human Services Dept.** **14. F.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted For: Eddie Olivarez

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval for County Judge to sign sales form from CivicPlus. Form is to procure Custom Mobile App for Hidalgo County Health & Human Services Dept.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1293-441-00-340-061-5-336/747

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

BUDGETARY IMPACT:

P.O. 717703 available balance as of 12-8-14 $5,700

By Object Code:
336 $1,200
747 $4,500

Attachments

Sales Form
legal review

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/04/2014 08:53 AM
Manuel Chapa	Manuel Chapa	12/09/2014 09:51 AM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Mike Escaname		Started On: 12/01/2014 03:09 PM
Final Approval Date: 12/12/2014		

Organization	Hidalgo County (Health & Human Services)			URL	http://www.co.hidalgo.tx.us/index.aspx?nid=1032
Street Address	1304 S. 25th Avenue				
Address 2					
City	Edinburg	State	TX	Postal Code	78542
Billing Contact	Miguel “Mike” Escaname			Email	miguel.escaname@hchd.org
Phone	956-383-6221	Ext.	7210	Fax	N/A
Billing Address	1304 S. 25th Avenue				
Address 2					
City	Edinburg	State	TX	Postal Code	78542
Tax ID #	74-6000717			Sales Tax Exempt #	74-6000717
Billing Terms	Annual			Account Rep	Reece Hammitt
Info Required on Invoice (PO or Job #)	707703				
Project Contact	Brenda Salazar			Email	brenda.salazar@mail.hchd.org
Phone	956-383-6221	Ext.	7343	Fax	N/A

CivicPlus Project Development Services & Scope of Services for Custom Mobile Application All Quotes are in US Dollars and Valid for 30 Days from November 25, 2014	
Project Details	**One Time Fee**
Design & Project Overview	
• Unique app name (name of app for on iTunes & Android Market) • Unique design elements and color scheme o Image design for icon screen o Splash page that will appear when launching the app o Banner that will appear across the top of app (including text and background) o Background (image & color) o Color of text under icons • Unique module appearance o App navigation (which modules appear and in what order they appear) o Name of modules o Icons associated with the modules	**$4,500**
Total Project Development Fee	**$4,500**

CivicPlus • 317 Houston St., Suite E • Manhattan, KS 66502 • www.CivicPlus.com
Toll Free 888-228-233 • Accounting Ext. 291 • Support Ext. 307 • Fax 785-587-8951

Annual Support, Maintenance & Hosting Service Include the Following:	
• **Support** o 7-7 (CST) Mon-Fri (excluding holidays) o 24/7 Emergency Support o Dedicated Support Personnel o 2-hour Response during Normal Hours o Usability Improvements o Integration New & Upgraded Services o Proactive Support for Updates & Fixes o Online Training Manuals o Monthly Newsletters o Phone Consulting o CivicPlus Connection • **Maintenance of CivicPlus Application & Modules** o Install Service Patches for OS o Upgrades o Fixes o Improvements o Integration o Testing o Development o Usage License • **Hosting** o Shared Web/SQL Server o DNS Consulting & Maintenance o Monitor Bandwidth-Router Traffic o Redundant ISP o Redundant Cooling o Natural Gas Powered Generator o Daily Tape Backup o Intrusion Detection & Prevention o Antivirus Protection o Upgrade Hardware	**$1,200**
• **Annual Placement on Apple's iTunes Store and Android's Market**	**Included**
Total Annual Fee Increase	**$1,200**

Client agrees to allow CivicPlus to display CivicPlus insignia within the custom developed app and available splash screen.

Client will be invoiced for the Total Project Development Fee and the Total 1st Year Annual Fee upon submission of the Sales Form and P.O.

The Client will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the Client will be charged a $5.00 convenience fee.

Annual fees for your Custom Mobile Application are subject to the renewal terms of the original contract between CivicPlus and Hidalgo County, TX

CivicPlus • 317 Houston St., Suite E • Manhattan, KS 66502 • www.CivicPlus.com
Toll Free 888-228-233 • Accounting Ext. 291 • Support Ext. 307 • Fax 785-587-8951

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

Hidalgo County, TX (Health and Human Services)	Date
CivicPlus	Date

Sign and e-mail or Fax this Copy	**And – Mail Two (2) Signed Originals**
Attn: Contract Manager Email: SalesCoordinators@CivicPlus.com Fax: 785-587-8951	CivicPlus Contract Manager 317 Houston St., Suite E Manhattan, KS 66502

We will e-mail or fax a counter-signed copy of the agreement back to you so we can begin your project. Upon receipt of two signed originals, we will counter-sign and return one copy for your files.

--Remainder of this page left intentionally blank—

From: "Michael Garza" <michael.garza@da.co.hidalgo.tx.us>
To: "'Martha Salazar'" <martha.salazar@co.hidalgo.tx.us>
Cc: "'darlene betancourt'" <darlene.betancourt@co.hidalgo.tx.us>, "'miguel escaname'" <miguel.escaname@hchd.org>, "'victor garza'" <victor.garza@da.co.hidalgo.tx.us>, "'josephine ramirez'" <josephine.ramirez@da.co.hidalgo.tx.us>
Subject: RE: Question on Sales Form Related to PO #717703
Date: 12/1/2014 2:48:56 PM

Yes, CC action is recommended prior to County Judge signing.

Michael Garza
Assistant Criminal District Attorney
County Affairs Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3824
(956) 318-2079 FAX
michael.garza@da.co.hidalgo.tx.us

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****

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Monday, December 01, 2014 1:49 PM
To: michael garza
Cc: darlene betancourt; miguel escaname; victor garza; josephine ramirez
Subject: Re: Question on Sales Form Related to PO #717703

Counselor:
Would it require CC action prior to County Judge signing?
Marty

From: "Michael Garza" <michael.garza@da.co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Cc: "darlene betancourt" <darlene.betancourt@co.hidalgo.tx.us>, "miguel escaname" <miguel.escaname@hchd.org>, "victor garza" <victor.garza@da.co.hidalgo.tx.us>, "josephine ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>
Sent: Monday, December 1, 2014 10:31:09 AM

Subject: RE: Question on Sales Form Related to PO #717703

Ms. Salazar,

The document is approved as to form. The County Judge may sign the document or the Health Department may request authority to have Mr. Olivarez sign the document.

Should you have any questions or concerns, please do not hesitate to contact me.

Michael Garza
Assistant Criminal District Attorney
County Affairs Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3824
(956) 318-2079 FAX
michael.garza@da.co.hidalgo.tx.us

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****

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, November 26, 2014 9:03 AM
To: josephine ramirez; Victor Garza; michael.garza
Cc: darlene betancourt; miguel.escaname@hchd.org
Subject: Fwd: Question on Sales Form Related to PO #717703

Counselors:
Please review document attached. Vendor received PO which contains terms and conditions. Advise if there is a reason this document should not be executed and by whom?
Thanks,
Marty S.

From: "Mike Escaname" <miguel.escaname@hchd.org>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Cc: "eddie olivarez" <eddie.olivarez@hchd.org>, "matilde faz" <matilde.faz@co.hidalgo.tx.us>, "josie escalante" <josie.escalante@hchd.org>, "Brenda Salazar" <brenda.salazar@hchd.org>
Sent: Wednesday, November 26, 2014 8:57:48 AM
Subject: Question on Sales Form Related to PO #717703

Good morning Ms. Salazar:

AI -47550 **Health & Human Services Dept.** **14. H. 2.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Discussion, consideration and approval to drawdown up to $20,405,319.52 (pending final approval from HHSC) for DY3 October DSRIP Payment from the Local Provider Participation Fund (LPPF).

BACKGROUND

We have the estimated dates for Oct reporting in the companion p. 7 http://www.hhsc.state.tx.us/1115-docs/oct-DY3R/OctDY3ReportingComp.pdf.

· January 2, 2015 – IGT due for October reporting DSRIP payments.

· January 20, 2015 – October reporting DY3 DSRIP payments processed for transferring hospitals and top 14 IGT Entities.

· January 30, 2015 - October reporting DY2 DSRIP payments processed for all providers and DY3 DSRIP payments processed for remaining providers.

Thanks,

Amanda Broden

Healthcare Transformation Waiver Operations

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 4-1258-444-00-240-006-3-843

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

BUDGETARY IMPACT:

Available balance as of 12-10-14 $15,489,408.92
Less amount on AI# 47532 12-2-14

Funding pending approval of AI# 47621 12-16-14 ($20,405,319.52)

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/08/2014 11:18 AM
Manuel Chapa	Manuel Chapa	12/11/2014 03:00 PM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Dairen Sarmiento		Started On: 11/24/2014 04:09 PM
Final Approval Date: 12/12/2014		

AI -47678 **Fire Marshal's Office** **15. A.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Elizabeth Castro, FIRE MARSHAL'S DEPT.

Department: FIRE MARSHAL'S DEPT.

Information

CAPTION

Approval to pay and reimburse Fire Inspector, Kyle Pulley, for psychological exam in the amount of $200.00 (requisition #00267944) with authority for county treasurer to issue payment after reviewing and auditing procedures are completed.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-422-10-300-001-0-331

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

BUDGETARY IMPACT:

Funds available pending CC approval of AI-47677.

Attachments

Reimbursement

Form Review

Inbox	**Reviewed By**	**Date**
Budget & Management	Veronica Ortiz	12/11/2014 11:16 AM
Glinda Pacheco	Glinda Pacheco	12/11/2014 01:54 PM
Auditor's Office	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Elizabeth Castro		Started On: 12/05/2014 09:01 AM
Final Approval Date: 12/12/2014		

HIDALGO COUNTY AUDITOR'S OFFICE
HIDALGO COUNTY, TEXAS

PURCHASE AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, **KYLE PULLEY**, do hereby state that the item(s) listed on the invoice(s) named below
PURCHASER'S NAME
were purchased for the exclusive use of Hidalgo County:

INVOICE NO.	DATE	AMOUNT	NAME OF COMPANY
	11/07/2014	$200.00	Gregorio Pina,III, Ph.D.
TOTAL		$200.00	

I further state that I was authorized to make such a purchase(s).

I therefore request reimbursement of this invoice (these invoices) from Hidalgo County and that payment be made payable to me.

SIGNATURE: _____

TITLE: KYLE PULLEY
PERSON MAKING PURCHASE

Before me, **ELIZABETH SWEET CASTRO** a Notary Public, appeared **KYLE PULLEY** and on his oath deposed and stated that the foregoing facts as set forth in the above request for expense reimbursement are true and correct in every respect. He further stated he requested payment of the same.

(SEAL)

ELIZABETH SWEET CASTRO
MY COMMISSION EXPIRES
September 28, 2016

Elizabeth Sweet Castro
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

APPROVAL: DEPARTMENT HEAD

APPROVAL: COUNTY AUDITOR

COUNTY AUDITOR'S FORM: MCJR-CA-004
REVISED: 01/01/2001

TEXAS COMMISSION ON LAW ENFORCEMENT

6330 E. Highway 290, STE 200, Austin, Texas 78723-1035
Phone: (512) 936-7700
http://www.tcole.texas.gov

LICENSEE PSYCHOLOGICAL AND EMOTIONAL HEALTH DECLARATION (L-3)

Commission Rule 217.01, 217.1, 217.7, 221.35

INDIVIDUAL INFORMATION

1. TCOLE PID	2. Last Name	3. First Name	4. M.I.	5. Suffix (Jr., etc.)
20049202	PULLEY	KYLE		

6. Home Mailing Address	7. City	8. State	9. Zip Code
3200 N. 28TH ST.	McALLEN	TEXAS	78505

Is this exam for a student enrolling in an academy? ☒ Yes ☐ No.

If yes, check one ☒ Peace Officer ☐ County Corrections ☐ Telecommunicators ☐ School Marshal

Attention Requesting Agency: State Law and Commission Rule require that this psychological examination be performed by a **licensed psychologist** or a **psychiatrist** except in an exceptional circumstance when, upon prior approval by the Commission, it may be performed by a qualified licensed physician. The Chief Administrator of the requesting agency must request prior approval in writing and must receive specific written approval before an examination under exceptional circumstances is acceptable.

APPOINTMENT (Do not check if student)

10. ☐ Peace Officer ☐ Reserve Officer ☐ County Jailer ☐ Telecommunicator ☐ School Marshal
☐ Juvenile Probation Officer ☐ Public Security Off.

ACADEMY / DEPARTMENT INFORMATION

11. TCOLE Number	12. Agency/Academy Name	13. Mailing Address
511481	LRGVDC REGIONAL POLICE ACADEMY	301 WEST RAILROAD

14. City	15. County	16. Zip Code	17. Phone Number
WESLACO	HIDALGO	78596	(956) 682-3481

Attention Examining Professional: State Law and Commission Rule require that this psychological examination be performed by a **licensed psychologist** or a **psychiatrist** except in an exceptional circumstance when, upon prior approval by the Commission, it may be performed by a qualified licensed physician. The agency must request prior approval in writing and must receive specific written approval before an examination under exceptional circumstances is acceptable.

STATEMENT OF EXAMINER: (Please check the appropriate box and provide the requested information)
I am a **[✓] Licensed Psychologist, [ ] Psychiatrist,** and I certify that I have completed a psychological examination of the above named individual pursuant to professionally recognized standards and methods. I have concluded that, on this date, the individual IS in satisfactory psychological and emotional health to perform the duties, accept the responsibilities and meet the qualifications established by the appointing agency.

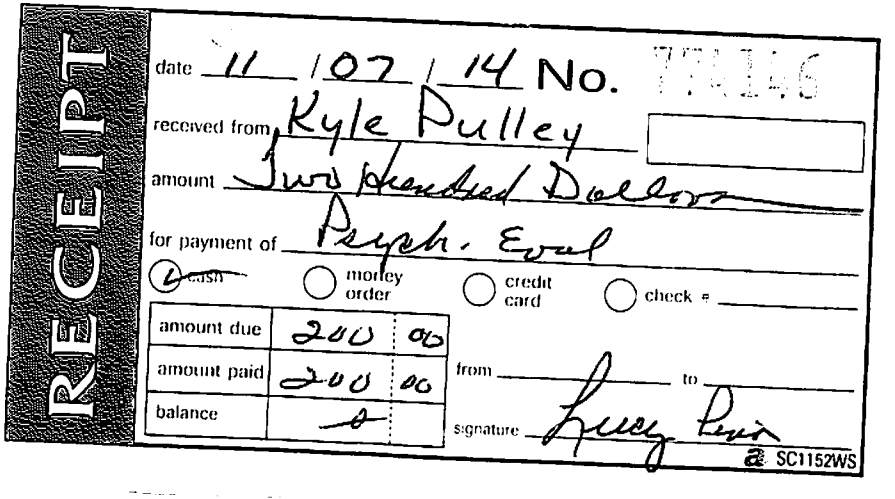
Examiner GREGORIO PINA, III, Ph.D. (Name (type or print)) 2-2180 (State License Number)

Mailing Address: 1200 SOUTH COL. ROWE, SUITE B-9 (Street) McALLEN (City) TEXAS (State) 78501 (Zip)

Phone Number: (956) 687-7004 Date of Examination(s) NOVEMBER 7, 2014

Signature NOVEMBER 7, 2014 (Date)

THIS DECLARATION IS NOT PUBLIC INFORMATION AND IS VALID UNLESS WITHDRAWN OR INVALIDATED, AND IS VALID ONLY IF SIGNED BY A LICENSED PSYCHOLOGIST OR PHYSICIAN.


RECEIPT

date 11/07/14 No. 7716

received from Kyle Pulley

amount Two Hundred Dollars

for payment of Psych. Eval

(✓) cash ( ) money order ( ) credit card ( ) check #

amount due	200	00
amount paid	200	00
balance	0	

from _____ to _____

signature Lucy Lewis

SC1152WS

AI -47402 **IT Department** **16. A.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Renan Ramirez, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

Requesting approval of the following claim/invoices with the authority for the County Treasurer to issue payment/check after review, audit and processing procedures are completed by the County Auditor as follows:
AT&T Billing:
Outstanding Balance as of 10/23/2014 $102,148.87

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-415-00-200-002-0-531

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

BUDGETARY IMPACT:

Funds available through PO#706878 and pending approval of AI-47812 CC 12/16/14.

Attachments

AT&T Balance Report
AT&T Balance Report - Detailed Spreadsheet
AT&T Invoice

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/01/2014 11:09 AM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Renan Ramirez		Started On: 11/13/2014 03:37 PM
Final Approval Date: 12/12/2014		

AT&T Billing:

Outstanding

Balance as of 10/23/2014 **$101,054.34**

IT Dept reconciliation:

	Balance NOT Paid	Contract Expiration	Fraud Calls	Other	Dispute Resolution	NOTES
Dec-12	$226.53			$226.53		I was not able to find out why Auditor's paid $35,348.09 instead of the amount submitted for payment $36,076.30
Mar-13	$55,166.83					
		$29,100.81				Dispute charges due to contract expiration. For details see appendix March 512 141-5013 975
		$25,406.74				Dispute charges due to contract expiration. For details see appendix March 956 318-2000 001
		$659.28				Dispute charges due to contract expiration. For details see appendix March 512 153-9380 289
Apr-13	$35,660.57					
		$462.72				Dispute charges due to contract expiration. For details see appendix: April 512 153-9380 289
		$17,196.10				Dispute charges due to contract expiration. For details see appendix: April 956 318-2000 001
		$17,735.28				Dispute charges due to contract expiration. For details see appendix: April 512 141-5013 975
			$266.47			Dispute usage charge (fraud calls)
May-13	$35,219.18					
		$495.72				Dispute charges due to contract expiration. For details see appendix May 512 153-930 289
		$15,712.24				Dispute charges due to contract expiration. For details see appendix May 956 318-2000 001
		$18,620.13				Dispute charges due to contract expiration. For details see appendix May 512 141 5013 975
			$381.43			Dispute fraud MCI calls (This dispute should have been $419.91, $38.48 were left out)
Jun-13	36484.14			$36,484.14	9654.84, 27269.46	Dispute charges for Unauthorized LD Charges: Acct #: 956-318-2000
Jul-13	$434.18			$434.18	Credit rec'd on Oct. 2013	Dispute charges for Unauthorized LD Charges: Acct #: 956-318-2000
Aug-13	$184.22			$184.22		Dispute charges for Unauthorized LD Charges: Acct #: 956-318-2000
TOTALS	$163,375.65	$125,389.02	$647.90	$37,329.07		
AT&T Adjustment						
(Contract Issue)		$23,240.15				
		$102,148.87				

$ 27,269.46 <- pending credit

$27,269.46

AT&T Billing:
Outstanding
Balance as of 10/23/2014 $101,054.34

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AT&T Adjustment (Contract Issue)		$23,240.15				
		$102,148.87				

$ 27,269.46 <- pending credit
$27,269.46

March 2013 Monthly Bill Charges by Service ID

Account Number	Department Name	Contract Name
3-1100-412-00-009-003-0-531	INDIGENT DEFENSE-TELEPHONE	T1 Line (2-way) Super Trunk
3-1100-412-00-009-003-0-531	INDIGENT DEFENSE-TELEPHONE	T1 Line (2-way) Super Trunk
3-1100-415-00-200-002-0-531	IT COUNTYWIDE-TELEPHONE	T1 Line (2-way) Super Trunk
3-1100-415-00-200-002-0-531	IT COUNTYWIDE-TELEPHONE	T1 Line (2-way) Super Trunk
3-1100-415-00-200-002-0-531	IT COUNTYWIDE-TELEPHONE	T1 Line (2-way) Super Trunk
3-1100-415-00-200-002-0-531	IT COUNTYWIDE-TELEPHONE	T1 Line (2-way) Super Trunk
3-1100-415-00-200-002-0-531	IT COUNTYWIDE-TELEPHONE	T1 Line (2-way) Super Trunk
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3-1100-415-00-200-002-0-531	IT COUNTYWIDE-TELEPHONE	T1 Line (2-way) Super Trunk
3-1100-415-00-200-002-0-531	IT COUNTYWIDE-TELEPHONE	T1 Line (2-way) Super Trunk
3-1100-415-00-200-002-0-531	IT COUNTYWIDE-TELEPHONE	T1 Line (2-way) Super Trunk
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3-1100-415-00-200-002-0-531	IT COUNTYWIDE-TELEPHONE	T1 Line (2-way) Super Trunk
3-1100-415-00-200-002-0-531	IT COUNTYWIDE-TELEPHONE	T1 Line (2-way) Super Trunk
3-1292-441-00-350-001-3-531	WIC ADM-TELEPHONE	T1 Line (2-way) Super Trunk
3-1292-441-00-350-001-3-531	WIC ADM-TELEPHONE	T1 Line (2-way) Super Trunk
3-1292-441-00-350-001-3-531	WIC ADM-TELEPHONE	T1 Line (2-way) Super Trunk
3-1292-441-00-350-001-3-531	WIC ADM-TELEPHONE	T1 Line (2-way) Super Trunk
3-1292-441-00-350-001-3-531	WIC ADM-TELEPHONE	T1 Line (2-way) Super Trunk
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3-1292-441-00-350-001-3-531	WIC ADM-TELEPHONE	T1 Line (2-way) Super Trunk

3-1292-441-00-350-001-3-531	WIC ADM-TELEPHONE	T1 Line (2-way) Super Trunk
3-1292-441-00-350-001-3-531	WIC ADM-TELEPHONE	T1 Line (2-way) Super Trunk

	$29,462.04	$60,800.17
Service ID	One Time Charges	Monthly Charges
38.DHXS.801013	$452.00	$0.00
512 153-9380	$0.00	$720.00
36.DHXS.022253	$1,101.33	$0.00
38.DHXS.224649	$1,059.33	$0.00
38.DHXS.430469..SW	$452.00	$0.00
38.DHXS.430492..SW	$1,311.33	$0.00
38.DHXS.430529..SW	$951.33	$0.00
38.DHXS.430570..SW	$452.00	$0.00
38.DHXS.432625..SW	$951.33	$0.00
38.DHXS.600423	$244.44	$0.00
38.DHXS.600472..SW	$895.33	$0.00
38.DHXS.600473..SW	$895.33	$0.00
38.DHXS.600481..SW	$452.00	$0.00

38.DHXS.600506..SW	$452.00	$0.00
38.DHXS.600534..SW	$1,059.33	$0.00
38.DHXS.600536..SW	$1,101.33	$0.00
38.DHXS.600551..SW	$452.00	$0.00
38.DHXS.600558..SW	$447.60	$0.00
38.DHXS.600561..SW	$951.33	$0.00
38.DHXS.600817..SW	$1,798.83	$0.00
38.DHXS.600818..SW	$144.00	$0.00
956 318-2000	($1,878.59)	$26,741.82
38.DHXS.432681..SW	$226.00	$0.00
38.DHXS.432682..SW	$226.00	$0.00
38.DHXS.432683..SW	$833.33	$0.00
38.DHXS.432684..SW	$665.33	$0.00
38.DHXS.432685..SW	$665.33	$0.00
38.DHXS.432686..SW	$959.33	$0.00
38.DHXS.432687..SW	$959.33	$0.00

38.DHXS.432688..SW	$833.33	$0.00
38.DHXS.432689..SW	$833.33	$0.00
38.DHXS.432690..SW	$1,127.33	$0.00
38.DHXS.432691..SW	$1,127.33	$0.00
38.DHXS.432692..SW	$833.33	$0.00
38.DHXS.432694..SW	$665.33	$0.00
38.DHXS.432696..SW	$665.33	$0.00
38.DHXS.432697..SW	$226.00	$0.00
38.DHXS.432698..SW	$166.00	$0.00
38.DHXS.432700..SW	$226.00	$0.00
38.DHXS.432701..SW	$665.33	$0.00
38.DHXS.432702..SW	$833.33	$0.00
38.DHXS.600619..SW	$1,379.33	$0.00
38.DHXS.600815..SW	($252.00)	$0.00
38.DHXS.600819..SW	$711.17	$0.00

512 141-5013	$1,370.00	$23,735.00
DHX 38.-S.43	($107.67)	$0.00

$0.00	$1.99	$1,854.98
Regulatory Fees	Usage	Tax
$0.00	$0.00	$0.00
$0.00	$0.00	$14.56
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
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$0.00	$0.00	$0.00
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$0.00	$0.00	$0.00
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$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$1.99	$1,336.03
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
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$0.00	$0.00	$0.00
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$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00

$0.00	$0.00	$349.99
$0.00	$0.00	$0.00

$92,119.18		
Total	2-11 AT&T HSI EXPERT + S PKG SERVICE DATE: 02/10/13 - 03/09/13 C	2-24 AT&T HSI PRO SERVICE DATE: 02/23/13 - 03/22/13 HIDALGO COUN
$452.00		
$734.56		
$1,101.33		
$1,059.33		
$452.00		
$1,311.33		
$951.33		
$452.00		
$951.33		
$244.44		
$895.33		
$895.33		
$452.00		

$452.00		
$1,059.33		
$1,101.33		
$452.00		
$447.60		
$951.33		
$1,798.83		
$144.00		
$26,201.25	$94.99	$64.99
$226.00		
$226.00		
$833.33		
$665.33		
$665.33		
$959.33		
$959.33		

$833.33		
$833.33		
$1,127.33		
$1,127.33		
$833.33		
$665.33		
$665.33		
$226.00		
$166.00		
$226.00		
$665.33		
$833.33		
$1,379.33		
($252.00)		
$711.17		

$25,454.99		
($107.67)		

													2-26 AT&T HSI PRO-S SERVICE DATE: 02/25/13 - 03/24/13 COUNTY OF
													3Way Conf Call Trnsfr All Call
													800 Service

													Access Line
													Additional Directory Listing
													Addl White Page Lstg(s): Bus

($1,890.67)	$240.00	$114.00

Basic Local Service - Business	Bill Option-Spec Bill Numbers	Busy Call Forwarding

													Call Control
													Call Forward-Busy Line
													Call Forwarding

													Call Hold
													Call Trace
													Call Waiting

	$0.00	

													Caller ID Name & Number Combo Waiver
													Caller ID Name Delivery
													Caller ID Number Delivery

													Calling Line Identification
													Calling Name & Number Delivery
													CHARGE FOR NH094537 12/13/12 38/DHXS/600551 /SW AUTH BY HIDALGO

$37.44		

CHARGE FOR NH096694 12/17/12 38/DHXS/600504 /SW AUTH BY HIDALGO-	CHARGE FOR NH102970 01/09/13 38/DHXS/600504 /SW AUTH BY KEVIN	Clear Channel Capability
		$56.00
		$60.00
		$56.00
		$56.00
		$56.00
		$56.00
		$56.00
		$56.00
		$56.00
$434.45		
		$56.00

		$56.00
		$56.00
		$56.00
		$56.00
		$56.00
		$56.00
		$86.00
		$12.00
		$900.00
		$28.00
		$28.00
		$28.00
		$28.00
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		$28.00
		$28.00
		$28.00
		$28.00
		$28.00
		$28.00
		($18.00)
		$34.00

		$660.00

													Coin Telephone Misc Equip
													Dept-Cust Billing Reports Pkg
													Direct In Dial 1st 10 Numbers

	$20.00	

$500.00		

													Direct In Dial 1st 100 Numbers
													Direct In Dial-Addl 100 Nmbrs
													DS3 Distribution Channel

		$400.00

													DS3 Multiplexing
													Federal Subscriber Line Charge
													Federal Subscriber Line Credit Waiver

	$1,976.40	($527.04)

$500.00		

													Hunting - Circular
													InLine Repair Plan
													Local Distribution Channel

		$0.00

Local Plus	Local Usage Charge	Mileage - MegaLink DigitalInteroffice Facility @ 1_544M
		$649.33
		$607.33
		$859.33
		$499.33
		$499.33
		($50.67)
		$499.33
		$499.33

		$607.33
		$649.33
		$499.33
		$766.83
$62.40		$7,265.00
		$607.33
		$439.33
		$439.33
		$733.33
		$733.33

		$607.33
		$607.33
		$901.33
		$901.33
		$607.33
		$439.33
		$439.33
		($60.00)
		$439.33
		$607.33
		$1,153.33
		($36.00)
		$303.17

		$12,245.00
		($38.00)

Mileage-Digital Local Ch @1_5M	Plexar Automatic Callback	Plexar Call Forwardng-Bsy Lne
$396.00		
$660.00		
$396.00		
$396.00		
$396.00		
$396.00		
$396.00		
$396.00		
$396.00		
($139.34)		
$396.00		
$396.00		
$396.00		

$396.00		
$396.00		
$396.00		
$396.00		
$391.60		
$396.00		
$946.00		
$132.00		
$11,660.00		
$198.00		
$198.00		
$198.00		
$198.00		
$198.00		
$198.00		
$198.00		

$198.00		
$198.00		
$198.00		
$198.00		
$198.00		
$198.00		
$198.00		
$198.00		
$198.00		
$198.00		
$198.00		
$198.00		
$198.00		
$198.00		
($198.00)		
$374.00		

$8,030.00		
($69.67)		

													Plexar Call Forward-Variable
													Plexar Call Frwdng-Don t Ansr
													Plexar Call Hold/Call Pickup

$0.00		$0.00

													Plexar Call Name/Number Dlvry
													Plexar Call Pickup
													Plexar Call Waiting Term

Plexar Calling Number Delvry	Plexar Directed Call Pickup	Plexar Enhanced Feature Pkg

		$0.00

													Plexar Feature Capability
													Plexar I Standard System
													Plexar Msg Wait IND-Tone/VMI

													Plexar Station
													Plexar Station Line Facility
													Plexar Station Standard Pkg

$0.00		

													Plexar Stutter Dial Tone
													Plexar Toll Restriction
													PRI, D Channel

$0.00		

													SelectVideo Plus Add'l LineNumber
													Service Connection Charge
													Smarttrunk-Prim Rate Interface

	$2,740.00	$1,947.12

	$1,370.00	

													Special Charge Item
													Telebranch Local FlatRate-first Path
													Touchtone

		$158.60

$1,400.00		

	$1.99	$1,854.98
Two-Way Service	Usage	Tax
	$0.00	$0.00
	$0.00	$14.56
	$0.00	$0.00
	$0.00	$0.00
	$0.00	$0.00
	$0.00	$0.00
	$0.00	$0.00
	$0.00	$0.00
	$0.00	$0.00
	$0.00	$0.00
	$0.00	$0.00
	$0.00	$0.00
	$0.00	$0.00
	$0.00	$0.00

	$0.00	$0.00
	$0.00	$0.00
	$0.00	$0.00
	$0.00	$0.00
	$0.00	$0.00
	$0.00	$0.00
	$0.00	$0.00
	$0.00	$0.00
	$1.99	$1,336.03
	$0.00	$0.00
	$0.00	$0.00
	$0.00	$0.00
	$0.00	$0.00
	$0.00	$0.00
	$0.00	$0.00
	$0.00	$0.00

	$0.00	$0.00
	$0.00	$0.00
	$0.00	$0.00
	$0.00	$0.00
	$0.00	$0.00
	$0.00	$0.00
	$0.00	$0.00
	$0.00	$0.00
	$0.00	$0.00
	$0.00	$0.00
	$0.00	$0.00
	$0.00	$0.00
	$0.00	$0.00
	$0.00	$0.00
	$0.00	$0.00
	$0.00	$0.00

	$0.00	$349.99
	$0.00	$0.00

$92,119.18	$36,952.35	$55,166.83
Total Monthly Charges	Total Short Pay	Dispute Amounts
$452.00	$263.64	$188.36
$734.56	$263.64	$470.92
$1,101.33	$280.00	$821.33
$1,059.33	$280.00	$779.33
$452.00	$220.00	$232.00
$1,311.33	$280.00	$1,031.33
$951.33	$220.00	$731.33
$452.00	$220.00	$232.00
$951.33	$220.00	$731.33
$244.44	$244.44	$0.00
$895.33	$220.00	$675.33
$895.33	$220.00	$675.33
$452.00	$220.00	$232.00

$452.00	$220.00	$232.00
$1,059.33	$280.00	$779.33
$1,101.33	$280.00	$821.33
$452.00	$220.00	$232.00
$447.60	$224.40	$223.20
$951.33	$220.00	$731.33
$1,798.83	$220.00	$1,578.83
$144.00	$144.00	$0.00
$26,201.25	$11,533.84	$14,667.41
$226.00	$110.00	$116.00
$226.00	$110.00	$116.00
$833.33	$170.00	$663.33
$665.33	$170.00	$495.33
$665.33	$170.00	$495.33
$959.33	$170.00	$789.33
$959.33	$170.00	$789.33

$833.33	$170.00	$663.33
$833.33	$170.00	$663.33
$1,127.33	$170.00	$957.33
$1,127.33	$170.00	$957.33
$833.33	$170.00	$663.33
$665.33	$170.00	$495.33
$665.33	$170.00	$495.33
$226.00	$110.00	$116.00
$166.00	$170.00	($4.00)
$226.00	$110.00	$116.00
$665.33	$170.00	$495.33
$833.33	$170.00	$663.33
$1,379.33	$170.00	$1,209.33
($252.00)	($252.00)	$0.00
$711.17	$170.00	$541.17

$25,454.99	$7,851.30	$17,603.69
($107.67)	($107.67)	$0.00

Notes & Comments
Dispute charges due to contract expiration. For details see appendix March 512 153-9380 289
Dispute charges due to contract expiration. For details see appendix March 512 153-9380 289
Dispute charges due to contract expiration. For details see appendix March 956 318-2000 001
Dispute charges due to contract expiration. For details see appendix March 956 318-2000 001
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Dispute charges due to contract expiration. For details see appendix March 956 318-2000 001
Circuit was disconnected DO NOT DISPUTE
Dispute charges due to contract expiration. For details see appendix March 956 318-2000 001
Dispute charges due to contract expiration. For details see appendix March 956 318-2000 001
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Dispute charges due to contract expiration. For details see appendix March 956 318-2000 001
Dispute charges due to contract expiration. For details see appendix March 956 318-2000 001
Circuit was disconnected DO NOT DISPUTE
Dispute charges due to contract expiration. For details see appendix March 956 318-2000 001
Dispute charges due to contract expiration. For details see appendix March 512 141-5013 975
Dispute charges due to contract expiration. For details see appendix March 512 141-5013 975
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Dispute charges due to contract expiration. For details see appendix March 512 141-5013 975
Dispute charges due to contract expiration. For details see appendix March 512 141-5013 975

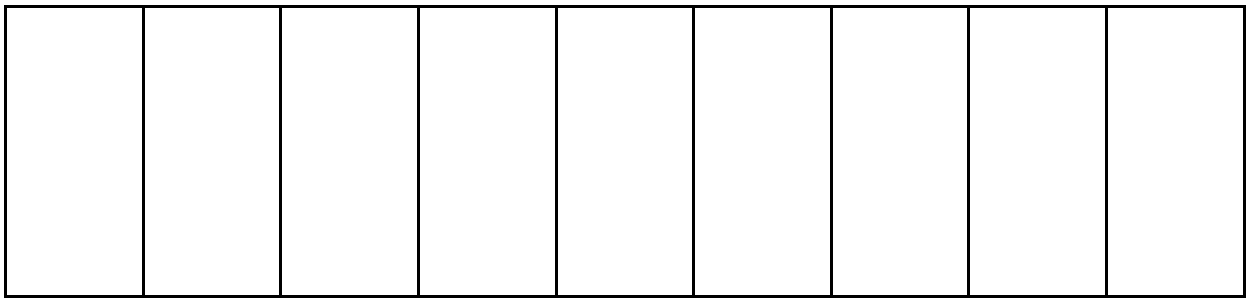
April 2013 Monthly Bill Charges by Service				$1,497.08	$61,525.17	$0.00	$280.55	$1,628.07
Account Number	Department Name	Contract Name	Service ID	One Time Charges	Monthly Charges	Regulatory Fees	Usage	Tax
3-1100-412-00-009-003-0-531	INDIGENT DEFENSE-TELEPHONE	T1 Line (2-way) Super Trunk	512 153-9380	$0.00	$720.00	$0.00	$0.00	$6.36
3-1100-415-00-200-002-0-531	IT COUNTYWIDE-TELEPHONE	T1 Line (2-way) Super Trunk	956 318-2000	$110.00	$26,741.82	$0.00	$9.95	$1,394.09
3-1100-441-00-340-003-0-531	HEALTH CLINICS-TELEPHONE	Areawide Plexar Service	956 318-2863	$0.00	$11.30	$0.00	$158.75	$0.00
3-1100-441-00-340-003-0-531	HEALTH CLINICS-TELEPHONE	Areawide Plexar Service	956 318-2867	$0.00	$11.30	$0.00	$45.61	$0.00
3-1100-441-00-340-003-0-531	HEALTH CLINICS-TELEPHONE	Areawide Plexar Service	956 318-2868	$0.00	$11.30	$0.00	$2.36	$0.00
3-1100-441-00-340-003-0-531	HEALTH CLINICS-TELEPHONE	Areawide Plexar Service	956 383-5329	$0.00	$11.30	$0.00	$4.33	$0.00
3-1100-441-00-340-003-0-531	HEALTH CLINICS-TELEPHONE	Areawide Plexar Service	956 383-6225	$0.00	$11.30	$0.00	$55.42	$0.00
3-1292-441-00-350-001-3-531	WIC ADM-TELEPHONE	T1 Line (2-way) Super Trunk	38.DHXS.432699..SW	$1,387.08	$0.00	$0.00	$0.00	$0.00

3-1292-441-00-350-001-3-531	WIC ADM-TELEPHONE	T1 Line (2-way) Super Trunk	512 141-5013	$0.00	$24,460.00	$0.00	$0.00	$79.50

$64,930.87								
Total	3-11 AT&T HSI EXPERT + S PKG SERVICE DATE: 03/10/13 - 04/09/13 C	3-24 AT&T HSI PRO SERVICE DATE: 03/23/13 - 04/22/13 HIDALGO COUN	3-26 AT&T HSI PRO-S SERVICE DATE: 03/25/13 - 04/24/13 COUNTY OF	3Way Conf Call Trnsfr All Call	800 Service	Access Line	Additional Directory Listing	Basic Local Service - Business
$726.36								
$28,255.86	94.99	64.99				2727.92	354	
$170.05				$0.00				
$56.91				$0.00				
$13.66				$0.00				
$15.63				0				
$66.72				0				
$1,387.08								

$24,539.50								

								Bill Option-Spec Bill Numbers
								Busy Line Transfer
								Call Control
								Call Forward-Busy Line
								Call Forwarding
	0	0	0	0	0			Call Hold
						$0.00		Call Trace
								Call Waiting
								Caller ID Name & Number Combo Waiver



								Caller ID Name Delivery
								Caller ID Number Delivery
								Caller Identification
						37.44		Calling Line Identification
								Calling Name & Number Delivery
						110		CHARGE FOR CHECKING REPORTED TROUBLE FOR (956) 316-3491 ON Mar 0
58						900	60	Clear Channel Capability
								Coin Telephone Misc Equip
-3.25								CREDIT FOR OUT OF SVC 13/03/04 NH121972 Waiver

						690	500	

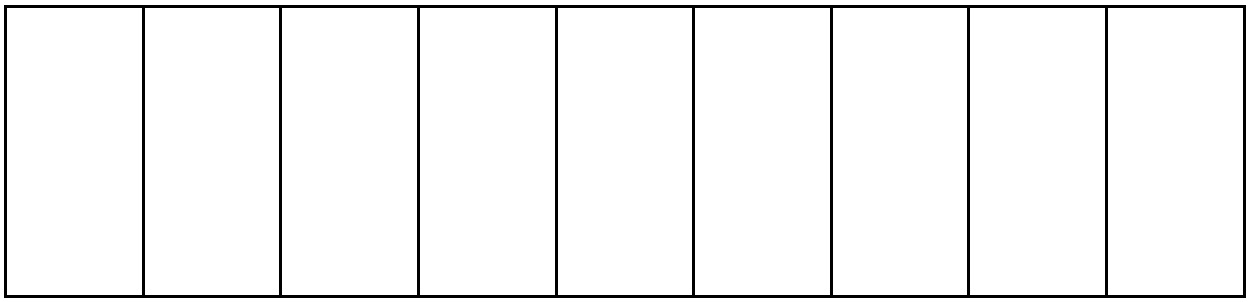
						20		Dept-Cust Billing Reports Pkg
								Direct In Dial 1st 10 Numbers
								Direct In Dial 1st 100 Numbers
								Direct In Dial-Addl 100 Nmbrs
								DS3 Distribution Channel
								DS3 Multiplexing
						1976.4		Federal Subscriber Line Charge
						-527.04		Federal Subscriber Line Credit Waiver
								Hunting - Circular

				400	500			

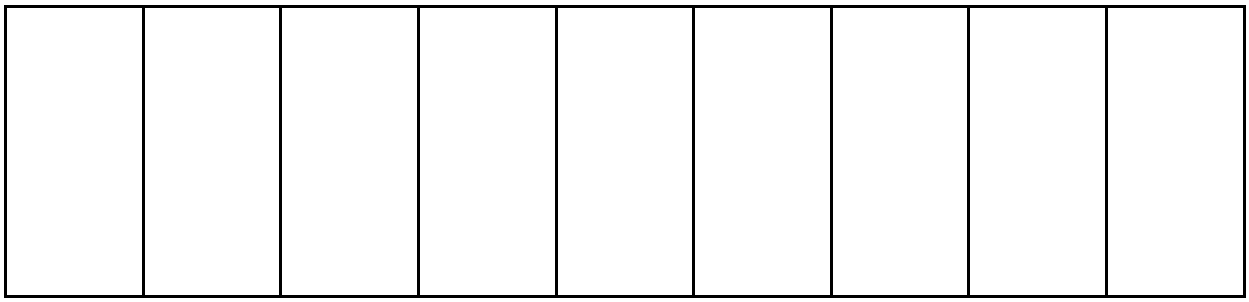
Inside Wire Maintenance Plan	Local Plus	Local Usage Charge	Mileage - MegaLink DigitalInteroffice Facility @ 1_544M	Mileage-Digital Local Ch @1_5M	Plexar Automatic Callback	Plexar Call Forwardng-Bsy Lne	Plexar Call Forward-Variable	Plexar Call Frwdng-Don t Ansr
				660				
	62.4		7265	11660			0	
							0	
							0	
							0	
							0	
							0	
			$914.33	418				

			12720	8250				

						$0.00		Plexar Call Hold/Call Pickup
								Plexar Call Name/Number Dlvry
								Plexar Call Pickup
								Plexar Call Waiting Term
								Plexar Calling Number Delvry
								Plexar Directed Call Pickup
						0		Plexar Enhanced Feature Pkg
								Plexar Feature Capability
								Plexar I Standard System



Plexar Msg Wait IND-Tone/VMI	Plexar Station	Plexar Station Line Facility	Plexar Station Standard Pkg	Plexar Stutter Dial Tone	Plexar Toll Restriction	PRI, D Channel	Remote Call Forwrding	SelectVideo Plus Add'l LineNumber
	0			$0.00				
	0	6.31	$4.99					
	0	6.31	$4.99					
	0	6.31	$4.99					
	0	6.31	4.99					
	0	6.31	4.99					



						$ 64,930.87	$ 29,270.30	$ 35,660.57
Smarttrunk-Prim Rate Interface	Special Charge Item	Touchtone	Two-Way Service	Usage	Tax	Total Monthly Charges	Total Short Pay	Dispute Amounts
				0	6.36	726.36	$263.64	$462.72
1947.12		158.6		9.95	1394.09	28255.86	$11,059.76	$ 17,196.10
				158.75	0	170.05	11.3	$158.75
				45.61	0	56.91	11.3	$45.61
				2.36	0	13.66	11.3	$2.36
				4.33	$0.00	15.63	11.3	$4.33
				55.42	$0.00	66.72	11.3	$55.42
				0	$0.00	$1,387.08	$340.00	$1,047.08

	1400			0	$79.50	$24,539.50	$7,851.30	$16,688.20

Notes & Comments
Dispute charges due to contract expiration. For details see appendix: April 512 153-9380 289
Dispute charges due to contract expiration. For details see appendix: April 956 318-2000 001
Dispute usage charge (fraud calls)
Dispute usage charge (fraud calls)
Dispute usage charge (fraud calls)
Dispute usage charge (fraud calls)
Dispute usage charge (fraud calls)
Dispute charges due to contract expiration. For details see appendix: April 512 141-5013 975

Dispute charges due to contract expiration. For details see appendix: April 512 141-5013 975

May 2013 Monthly Bill Charges by Service

				$583.79	$59,638.37	$0.00	$445.49	$1,599.45

Account Number	Department Name	Contract Name	Service ID	One Time Charges	Monthly Charges	Regulatory Fees	Usage	Tax
3-1100-412-00-009-003-0-531	INDIGENT DEFENSE-TELEPHONE	T1 Line (2-way) Super Trunk	512 153-9380	$0.00	$753.00	$0.00	$0.00	$6.36
3-1100-412-00-080-002-0-531	CRIM DA-TELEPHONE	Areawide Plexar Service	956 318-2314	$0.00	$11.30	$0.00	$9.66	$0.00
3-1100-415-00-200-002-0-531	IT COUNTYWIDE-TELEPHONE	T1 Line (2-way) Super Trunk	956 318-2000	$0.00	$23,812.22	$0.00	$9.95	$1,365.47
3-1100-441-00-340-001-0-531	HEALTH ADM-TELEPHONE	Areawide Plexar Service	956 383-6221	$0.00	$11.30	$0.00	$38.48	$0.00
3-1100-441-00-340-003-0-531	HEALTH CLINICS-TELEPHONE	Areawide Plexar Service	956 318-2863	$0.00	$11.30	$0.00	$327.17	$0.00
3-1100-441-00-340-003-0-531	HEALTH CLINICS-TELEPHONE	Areawide Plexar Service	956 318-2864	$0.00	$11.30	$0.00	$25.94	$0.00
3-1100-441-00-340-003-0-531	HEALTH CLINICS-TELEPHONE	Areawide Plexar Service	956 318-2867	$0.00	$11.30	$0.00	$7.34	$0.00
3-1100-441-00-340-003-0-531	HEALTH CLINICS-TELEPHONE	Areawide Plexar Service	956 318-2868	$0.00	$11.30	$0.00	$0.38	$0.00
3-1100-441-00-340-003-0-531	HEALTH CLINICS-TELEPHONE	Areawide Plexar Service	956 383-5329	$0.00	$11.30	$0.00	$0.70	$0.00

3-1100-441-00-340-003-0-531	HEALTH CLINICS-TELEPHONE	Areawide Plexar Service	956 383-6225	$0.00	$11.30	$0.00	$19.90	$0.00
3-1292-441-00-350-001-3-531	WIC ADM-TELEPHONE	T1 Line (2-way) Super Trunk	38.DHXS.432681..SW	$815.55	$0.00	$0.00	$0.00	$0.00
3-1292-441-00-350-001-3-531	WIC ADM-TELEPHONE	T1 Line (2-way) Super Trunk	38.DHXS.432694..SW	$108.80	$0.00	$0.00	$0.00	$0.00
3-1292-441-00-350-001-3-531	WIC ADM-TELEPHONE	T1 Line (2-way) Super Trunk	512 141-5013	$0.00	$25,469.80	$0.00	$0.00	$79.50

$62,267.10

Total	3Way Conf Call Trnsfr All Call	4-11 AT&T HSI EXPERT + S PKG SERVICE DATE: 04/10/13 - 05/09/13 C	4-24 AT&T HSI PRO SERVICE DATE: 04/23/13 - 05/22/13 HIDALGO COUN	4-26 AT&T HSI PRO-S SERVICE DATE: 04/25/13 - 05/24/13 COUNTY OF	800 Service	Access Line	Additional Directory Listing	Basic Local Service - Business
$759.36								
$20.96	$0.00							
$25,187.64		$94.99	$64.99			$2,727.92	$354.00	
$49.78	$0.00							
$338.47	$0.00							
$37.24	$0.00							
$18.64	$0.00							
$11.68	$0.00							
$12.00	$0.00							

$31.20	$0.00							
$815.55								
$108.80								
$25,549.30								

									Bill Option-Spec Bill Numbers
									Call Control
									Call Forward-Busy Line
									Call Forwarding
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00		Call Hold
						$0.00			Call Trace
									Call Waiting
									Caller ID Name & Number Combo Waiver
									Caller ID Name Delivery

				$0.00				

Caller ID Number Delivery	Calling Line Identification	Calling Name & Number Delivery	Clear Channel Capability	Coin Telephone Misc Equip	Dept-Cust Billing Reports Pkg	Direct In Dial 1st 10 Numbers	Direct In Dial 1st 100 Numbers	Direct In Dial-Addl 100 Nmbrs
			$60.00					
	$37.44		$660.00		$20.00			

			$690.00	$500.00				

									DS3 Distribution Channel
									DS3 Multiplexing
						$1,976.40			Federal Subscriber Line Charge
						($527.04)			Federal Subscriber Line Credit Waiver
									Hunting - Circular
									InLine Repair Plan
						$62.40			Local Plus
									Local Usage Charge
						$7,006.40			Mileage - MegaLink DigitalInteroffice Facility @ 1_544M

								$108.80
$400.00	$500.00							$13,350.30

						$9,229.00		$693.00	Mileage-Digital Local Ch @1_5M
									Multi-line Flat RateBusiness Service
									Plexar Automatic Callback
									Plexar Call Forwardng-Bsy Lne
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		Plexar Call Forward-Variable
									Plexar Call Frwdng-Don t Ansr
						$0.00			Plexar Call Hold/Call Pickup
									Plexar Call Name/Number Dlvry
									Plexar Call Pickup

				$0.00				
$815.55								
$8,629.50								

Plexar Call Waiting Term	Plexar Calling Number Delvry	Plexar Directed Call Pickup	Plexar Enhanced Feature Pkg	Plexar Feature Capability	Plexar I Standard System	Plexar Msg Wait IND-Tone/VMI	Plexar Station	Plexar Station Line Facility
							$0.00	$6.31
			$0.00				$0.00	
							$0.00	$6.31
							$0.00	$6.31
							$0.00	$6.31
							$0.00	$6.31
							$0.00	$6.31
							$0.00	$6.31

							$0.00	$6.31

Plexar Station Standard Pkg	Plexar Stutter Dial Tone	Plexar Toll Restriction	PRI, D Channel	SelectVideo Plus Add'l LineNumber	Smarttrunk-Prim Rate Interface	Special Charge Item	Telebranch Local FlatRate-first Path	Touchtone
$4.99								
	$0.00				$1,947.12			$158.60
$4.99								
$4.99								
$4.99								
$4.99								
$4.99								
$4.99								

$4.99								
						$1,400.00		

	$445.49	$1,599.45	$62,267.10	$27,009.44	$35,257.66	
Two-Way Service	Usage	Tax	Total Monthly Charges	Total Short Pay	Dispute Amounts	Notes & Comments
	$0.00	$6.36	$759.36	$263.64	$495.72	Dispute charges due to contract expiration. For details see appendix May 512 153-930 289
	$9.66	$0.00	$20.96	$11.30	$9.66	Dispute fraud calls VarTec
	$9.95	$1,365.47	$25,187.64	$9,475.40	$15,712.24	Dispute charges due to contract expiration. For details see appendix May 956 318-2000 001
	$38.48	$0.00	$49.78	$11.30	$38.48	Dispute fraud MCI calls
	$327.17	$0.00	$338.47	$11.30	$327.17	Dispute fraud calls: $301.61 MCI calls + $25.56 Vista International
	$25.94	$0.00	$37.24	$11.30	$25.94	Dispute fraud Centurylink calls
	$7.34	$0.00	$18.64	$11.30	$7.34	Dispute fraud Vista International
	$0.38	$0.00	$11.68	$11.30	$0.38	Dispute fraud Vista International
	$0.70	$0.00	$12.00	$11.30	$0.70	Dispute fraud Vista International

	$19.90	$0.00	$31.20	$11.30	$19.90	Dispute fraud calls: $10.98 MCI calls + $8.92 Vista International
	$0.00	$0.00	$815.55	$110.00	$705.55	Dispute charges due to contract expiration. For details see appendix May 512 141 5013 975
	$0.00	$0.00	$108.80	$60.00	$48.80	Dispute charges due to contract expiration. For details see appendix May 512 141 5013 975
	$0.00	$79.50	$25,549.30	$7,683.52	$17,865.78	Dispute charges due to contract expiration. For details see appendix May 512 141 5013 975

HIDALGO COUNTY
IT DEPARTMENT
PO BOX 207
EDINBURG TX 78540 - 0207

Account Number 512 A01-0439 709 9
Billing Date Nov 1, 2014
Web Site att.com

Invoice Received By:
Edna Kurly On 11/17/14
Goods/services Received By:
Edna Kurly On 11/2014
Acct.#
PO# 704878 7852

at&t

Monthly Statement

No text is worth a life.
Take the pledge at itcanwait.com

Bill-At-A-Glance

Previous Consolidated Bill	161,696.74
Payment	14,570.86CR
Adjustments	27,277.16CR
Past Due - Please Pay Immediately	119,848.72
Current Charges	15,435.77
Total Amount Due	**$135,284.49**
Current Charges Due in Full by	Nov 26, 2014

Billing Summary

Billing Questions? Visit **att.com/billing** Page

Plans and Services .00

1 800 559-7928

Payment Arrangements:
1 800 924-1743

Service Changes:
1 800 499-7928

Repair Services:
1 800 286-8313

Individual Account Summary	1	15,435.77
Total Current Charges		15,435.77

News You Can Use Summary

- PREVENT DISCONNECT
- YOUR CUSTOMER RIGHTS
- LONG DIST. PROVIDERS
- EXPRESS TICKETING

See "News You Can Use" for additional information

Detail of Payments and Adjustments

Item No.	Date	Description	Adjustments	Payments
1.	10-07	Payment		351.17
2.	10-31	Payment		14,219.69
3.	11-01	Adj for - AT&T Local Services	.00	
4.	11-05	Adj for - AT&T Local Services	27,277.16CR	
Totals			27,277.16CR	14,570.86

Individual Account Summary

Consolidated Summary of Current Charges

Account Number	Plans and Services	Other Providers	Taxes	Total Charges
956 262-3300 140	92.70	.00	.00	92.70
956 262-6585 192	79.32	.00	.00	79.32
956 283-8989 438	40.21	.00	.00	40.21
956 287-2739 001	95.67	.00	.00	95.67
956 318-1579 091	127.76	.00	.00	127.76
956 318-2000 001	13,792.06	.00	.00	13,792.06
956 383-1026 397	386.18	.00	.00	386.18
956 383-6185 056	3.88CR	.00	.00	3.88CR
956 383-7608 357	31.25	.00	.00	31.25
956 387-0692 740	96.36	.00	.00	96.36
956 514-2454 968	35.96	.00	.00	35.96
956 514-5328 021	29.77	.00	.00	29.77
956 519-3766 125	94.00	.00	.00	94.00
956 566-6013 136	29.72	.00	.00	29.72
956 565-6900 021	33.10	.00	.00	33.10
956 581-2862 213	99.21	.00	.00	99.21
956 584-0472 126	149.20	.00	.00	149.20
956 585-5311 626	68.67	.00	.00	68.67
956 686-4461 864	31.08	.00	.00	31.08
956 687-6088 933	5.56CR	.00	.00	5.56CR
956 702-7588 393	31.63	.00	.00	31.63
956 787-5831 026	70.64	.00	.00	70.64
956 825-9442 859	30.82	.00	.00	30.82
Totals	15,435.77	.00	.00	15,435.77

02 2014

Local Services provided by AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, or AT&T Texas based upon the service address location.

Return bottom portion with your check in the enclosed envelope.

GO GREEN - Enroll in paperless billing.

Printed on Recyclable Paper

AI -47772 **IT Department** **16. B.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Griselda Salazar, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

COMMISSIONER PCT. 1

Authorization and approval to change wireless cell phone service plan through the County's membership/participation with CONTRACT: DIR-SDD-1779 for VERIZON WIRELESS for the following:

Description:	User:	Service Plan:	MDN:
Service Plan Change	Office Use	America's Choice II 400 Share Unl IN & N&W @ $29.99 + $5.00 taxes/fees = $34.99/month	956-587-2185

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-121-004-0-532

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

BUDGETARY IMPACT:

Funds available through Req#00267706.

Attachments

Quote

Request Form

Requisition

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/12/2014 08:38 AM
Glinda Pacheco	Glinda Pacheco	12/12/2014 08:57 AM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Griselda Salazar		Started On: 12/11/2014 09:48 AM
Final Approval Date: 12/12/2014		

STATE OF TEXAS DIR CONTRACT NO. DIR-SDD-1779

WIRELESS TELECOM PROPOSAL FOR WIRELESS VOICE, DATA SERVICES AND EQUIPMENT

WIRELESS PROPOSAL FOR: PCT1 ADM Wireless

SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

QUOTE ID	141016170140
DATE	10/16/2014
TERM	Annual (12 Months)
PAGE	1 of 2

RATE PLAN AND FEATURES

RATE PLAN - SHARE	Line Count	Discounted Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data	Total Shared Minutes	Voice Overage	Monthly Cost	Term Cost
AMERICA'S CHOICE II 400 SHARE UNL IN & N&W $38.45 0408	1	$29.99	400	200 (Txt/Pix/Flix)	N	400	$0.25	$29.99	$359.88
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
	1					400		$29.99	$359.88

RATE PLAN - NON SHARE	Line Count	Discounted Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data	Voice Overage	Monthly Cost	Term Cost
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
							$0.00	$0.00

RATE PLAN - MOBILE BROADBAND	Line Count	Discounted Monthly Access	Included TEXT / PIX / FLIX	Included Data	Data Overage	Monthly Cost	Term Cost
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
						$0.00	$0.00

RATE PLAN - MACHINE TO MACHINE	Line Count	Discounted Monthly Access	Included Data	Shared Data / Group	Data Overage	Monthly Cost	Term Cost
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
						$0.00	$0.00

23% Discount applies to features of $24.99 and higher when combined with rate plans of $34.99 and higher.

FEATURES	Line Count	Discounted Monthly Access	Monthly Cost	Term Cost
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
			$0.00	$0.00

RATE PLANS AND FEATURES - ESTIMATED COST FOR TERM [Annual (12 Months)]: $359.88

SEE SECOND PAGE FOR EQUIPMENT COSTS AND TOTALS

EQUIPMENT AND ACCESSORIES

QUARTERLY DEVICE PROMOTIONS	Line Count	Cost per Unit	Subtotal
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
			$0.00

DEVICE	Line Count	Cost per Unit	Subtotal
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
			$0.00

Eligible accessories receive a 35% discount

ACCESSORIES	Line Count	Cost per Unit	Cost per Unit after Discount	Subtotal
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00

EQUIPMENT AND ACCESSORIES ESTIMATED COST	$0.00

INVESTMENT ESTIMATE	Total
RATE PLAN AND FEATURES ESTIMATED COST FOR TERM [Annual (12 Months)]:	$359.88
EQUIPMENT AND ACCESSORIES ESTIMATED COST:	$0.00
INVESTMENT TOTAL	**$359.88**

4Q14 BUSINESS BILL INCENTIVE CREDIT (BIC) PROMOTIONS	Line Count	BIC Amount	BIC Total
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
			$0.00

QUOTE ID 141016170140

Additional Notes:

* Charge does not include roaming charges, minutes used over allowance, etc. Please consult with your Sales Representative for more information.

** Equipment pricing and availability is subject to change.

*** All applicable price plan and feature discounts have already been applied

Service Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the State of Texas Department of Information Resources (DIR) Contract No. DIR-SDD-1779 Coverage, service and offers not available in all areas. Full terms and conditions, along with additional price plans offered by Verizon Wireless can be found on the http://www.dir.state.tx.us/ Internet website. Price quotes do not reflect Federal Universal Service, E911 and Regulatory Fees, charges, or pass-through assessments. Please see information on Regulatory Surcharges and Fees below for additional details.

All quotes contained in this proposal are subject to the terms and conditions of the State of Texas DIR contract. Your accounts must be in good standing with Verizon wireless to migrate your existing lines of service to the pricing offered in this proposal if your Agency currently has service with Verizon Wireless.

Price Plan changes and discounts may take up to two bill cycles to appear on your Verizon Wireless billing statement for accounts transitioning to an approved State of Texas contract vehicle. As part of our compliance with FCC requirements, Verizon Wireless allows only GPS-compliant devices to be activated on our network. If your current device is not GPS-compliant you will not be able to activate service on our network with your existing equipment.

This Quotation is valid for ninety (90) days from date listed on quote (except for promotional pricing which may expire sooner). Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.

Updated 8/15/2014

verizon

Wireless Telecom Proposal for:
State of Texas DIR Contract No. DIR-SDD-1779 for Wireless Voice, Data Services and Equipment

Date: October 16, 2014

Customer Name: PCT1 ADM Wireless

Sales Representative: Carlos Zavala

Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the Contract for Wireless Voice & Data Services and Equipment between State of Texas, Department of Information Resources and Verizon Wireless, DIR Contract No. DIR-SDD-1779. Full terms and conditions, along with additional information and ordering instructions can be found on the Internet website at: http://www.dir.state.tx.us/store/tsd/telephony/wireless.htm#cing
Prices quoted do not reflect applicable fees, charges, or pass-through assessments.
This Quotation is valid for ninety (90) days from date listed on quote (except for promotional pricing which may expire sooner). Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☑ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☑ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: OFFICE USE Employee ID# N/A Signature: N/A

Department: Hidalgo Co. Pct. #1 Dept#: 121

Quantity: 1

Plan Service: $29.99/mo (x) 1 months = $29.99 Account: 9-1200-431-00-121-001-0 -532

Taxes Service: $5.00/mo (x) 1 months = $5.00 Account: 9-1200-431-00-121-001-0 ~~619/664~~ 532

Requisition Total: $34.99 **Requisition Number:** 267706

STIPEND

(1) Employee: _____ Employee ID#_____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

Service: $_____/mo (x) ____ months = _____ Account: _____ -532

Total: _____

(2) Elected Official / Department Head Authorization for Request:

Signature | RAUL LOZANO Print Name | 12-04-14 Date

(3) Executive Office Authorization (Commissioner's Court Departments Only):

Signature | Print Name | Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: America's Choice 1140 Share Unl. @ 29.99 + 5.00

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

Requisition

Req # 00267706

PO #
Date: 12/04/14

Bill To: x
x

Vendor : 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

Ship To: HIDALGO CO. PCT 1
1902 Joe Stephens Ave
WESLACO TX 78596

Contact: RLOZANO/D.R.
956-968-8733

Contract No: DIR-SDD-1779

Special Instructions:
A94

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR-SDD-1779 CC 12/16/14 Agenda Item AI-47772 DO NOT DUPLICATE ORDER		
1.00	MONTH	OPEN P.O FOR CELL PHONE (956-587-2185) FOR ON CALL EMPLOYEES (PLAN : AMERICA'S CHOICE II 400 SHARE UNL IN & N&W $38.45 0408 @ $29.99 X 1 MONTH - DEC.2014) (956-587-2185)	29.99	29.99
1.00	MONTH	TAX AND FEES PER MONTH (956-587-2185) ON CALL PHONE @ $5.00 X 1 MONTH (DEC.2014)	5.00	5.00
		Account No	Encumbrance	
		4-1200-431-00-121-004-0-532	34.99	
			Freight	.00
			Total	34.99
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI -47778 **Urban County** **17. A.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program on behalf of the City of Weslaco is requesting approval and award of best and final negotiated contract with LeFEVRE Engineering & Consulting, LLC in the amount of $75,980.58 utilizing CDBG FY's 24, 25 & 26 (2011, 2012 & 2013) Water/Sewer Improvement funds.

BACKGROUND

LeFEVRE Engineering & Consulting, LLC submitted a best and final offer for professional engineering services which includes design topography, surveying and plans/specifications for a Water/Sewer Improvements project within the City of Weslaco. LeFEVRE Engineering & Consulting, LLC was the highest ranked firm by County Commissioners' Court. See attached professional service agreement, best and final offer letter, scope of services and certificate of insurance.

Contract Amount: **$ 75,980.58**
Funds Available: $ 6,306.85 YR 24 (2011) Water/Sewer Improvements
$ 286,557.60 YR 25 (2012) Water/Sewer Improvements
$ 253,218.00 YR 26 (2013) Water/Sewer Improvements
$ 546,082.45

Engineering cost proposal fee break down:	***Fees***
Survey/Topography	$ 8,700.00
Basic Engineering	$35,000.00
Inspections	$ 8,700.00
Construction Phase Engineering	$ 6,600.00
Additional Services	$16,980.58
Total:	$75,980.58

Fiscal Impact

Attachments

Weslaco Water & Wastewater Improvements Project

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/11/2014 02:58 PM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Olga Lerma		Started On: 12/11/2014 01:58 PM
Final Approval Date: 12/12/2014		

LeFEVRE
ENGINEERING &
MANAGEMENT CONSULTING, LLC
612 Nolana, Suite 520
McAllen, Texas 78504
Tel. 956.687.LEMC
Fax. 956.687.5363
Texas Registered Engineering Firm F-11722

December 8, 2014

Hidalgo County Urban County Program
Attn: Diana Serna
Urban County Director

Re: Urban County Program - Weslaco Water and Wastewater Improvements Project

Ms. Serna,

LeFevre Engineering & Management Consulting, LLC (LEMC) is eager to provide professional engineering services through the Hidalgo County Urban County Program for the aforementioned project, located in the City of Weslaco. LEMC will also provide Additional Services (Geotech & Material Testing) by Sub-Contract:

Upon consideration of the required services needed to complete the project (Engineering, Survey Topography for Design, Construction Phase Engineering, Inspection Services & Additional Services: (Geotech and Material Testing)), LEMC is requesting **$75,980.58,** in which **$16,730.58** are for Geotech and Material Testing, and **$250.00 (1.5% of $16,730.58)** are for Administrative Fee. This estimated lump sum amount is not to exceed, and would cover all of the professional fees required to complete the project.

Should the proposed estimate be approved we are eager to commence services as needed, and look forward to working on another Urban County Program Project.

Please call me should you have any questions regarding this project at (956) 687-5362.

Respectfully,

P.E.

Emigdio Salinas, P.E.
Project Engineer
LeFevre Engineering & Management Consulting, LLC

LeFEVRE
ENGINEERING &
MANAGEMENT CONSULTING, LLC
612 Nolana, Suite 520
McAllen, Texas 78504
Tel. 956.687.LEMC
Fax. 956.687.5363
Texas Registered Engineering Firm F-11722

December 8, 2014

Submitted to:
Diana R. Serna
Director
c/o Urban County Program

Re: Best and Final Offer – Urban County Program - City of Weslaco, Water & Wastewater Improvements Project

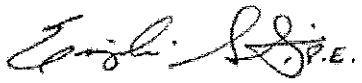
Ms. Serna:

As requested, please find the enclosed Best and Final Offer (BAFO) submitted by LeFevre Engineering & Management Consulting, LLC on the proposed rates submitted as set forth below in connection to the above referenced project.

Engineering Cost Proposal and Fee Breakdown by:		
LeFevre Engineering & Management Consulting, LLC		
Survey/Topography Task 1 - Design Topography		$ 8,700.00
(price does not include acquiring easements)		
Basic Engineering		$35,000
Task 2 - Project Startup	$1,240	
Task 3 - Design	$ 27,760	
Task 4 - Preliminary Plans	$ 3,700	
Task 5 - Final Plans and Specifications	$ 2,300	
Inspection		$ 8,700
Construction Phase Engineering		
Task 6 - Bidding & Award	$1,330	
Task 7 - Construction	$ 4,020	
Task 8 - As-Builts	$ 1,250	
Total		$59,000
Additional Services		$ 16,980.58
Task 1 - Geotech	$6,200	
Task 2 – Material Testing	$ 10,530.58	
Task 3 – Admin. Fees	$250	
Total		$ 75,980.58

The above price does not include survey for acquisition of any and all easements required for construction of this project. The survey included in pricing is only to be used for engineering requirements and NOT for acquisition of properties, property disputes, etc. Any survey to be used for acquisition of properties, boundary searches, etc., that will need a registered land surveyor will need to be added as additional services or provided by others.

Please call me if you should have any questions at (956) 687-5362.
Respectfully yours,



Emigdio Salinas, P.E.
Project Engineer

cc: Z:\5 Projects\Hidalgo\Weslaco\P179 HUC Weslaco Sanitary Sewer\BAFO - Contract\BAFO - Urban County - Weslaco.docx

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

Professional Services Agreement

This Agreement, entered into this 16th day of **December 2014** by and between **Urban County Program,** (hereinafter called the "Party") and **LeFEVRE Engineering & Management Consulting, LLC.**, duly authorized Engineer, herein acting by **Richard LeFEVRE, P.E** (hereinafter called the "Engineer").

WITNESSETH THAT:

WHEREAS, Hidalgo County has received CDBG funds from the U.S. Dept. of Housing and Urban Development to be used by Urban County Participants. It is understood and agreed that the Party's obligation under this Agreement is contingent upon the actual receipt of adequate federal funds to meet the liabilities under this Agreement; and

WHEREAS, the Party is interested in obtaining Engineering Services; and

WHEREAS, the Engineer, duly licensed and registered to practice engineer in the State of Texas, has the professional abilities to undertake the study, evaluation, analysis and recommendations in a manner which shall provide the necessary public service while preserving and enhancing to the greatest degree possible the natural and proposed environment in the Project (as hereinafter defined) area; and

WHEREAS, the Party desires to engage the Engineer to render certain services in connection therewith;

NOW, THEREFORE, the participants do mutually agree as follows:

SECTION I
EMPLOYMENT OF THE ENGINEER

The Party agrees to employ the Engineer to furnish and provide the engineering services as stated in the following sections and upon receipt of such satisfactory services, the Party agrees to pay the Engineer as
stated in the sections to follow.

SECTION II
BASIC SERVICES OF THE ENGINEER

The Engineer shall perform the following Basic Services in connection with the proposed **Weslaco Water/Sewer Improvements** Account(s) **5011/12/13-80-0310-5000-8000** *(the "Project') as more particularly described in Exhibit A attached hereto.*

2.1 Preliminary Phase

a. Attend preliminary conferences with the Party and, if requested, with the funding agency and other government agencies or interested parties regarding the project.

b. As may be required, comply and receive from the Party and the funding agencies approval on all work.

c. Prepare preliminary engineering plans on the Project in sufficient detail to indicate clearly the problems involved and solutions recommended with the cost estimates.

d. Obtain the Party's written approval of the work of this Preliminary Phase before proceeding with the next phase.

2.2 Design Phase

a. Attend the respective Party's meetings as requested for the purpose of explaining completed design work activities.

b. Advise the Party of any soil investigations or tests which, in the opinion of the Engineer, may be required for the proper execution of the Project.

c. Provide all field information and surveys required for the design of the Project.

d. Plot field data and other survey information for the design of the Project.

e. Prepare detailed plans, specifications and contract documents and drawings (reproducible tracings) for construction authorized by the Party.

f. Furnish, if requested, the engineering data necessary for the Party to obtain permits required by local, state, and federal authorities.

g. Prepare cost estimates of authorized construction, based on prices for work. If such estimated costs exceed the monies available, the Party shall be consulted so that revisions can be made to reduce the cost as required.

h. Prepare all documents required for the advertisement and bidding of the Project in cooperation with the Party's staff.

i. Preparation of property or easement descriptions.

2.3 Construction Phase

The Construction Phase will commence with the execution of the prime construction contract(s). The Party will issue a ten (10) day commence work notice which will signal the commencement of work under any
construction contracts and will terminate upon the Party's approval of the Engineer's written approval of final payment to the Contractor(s). During the Construction Phase, the Engineer will:

a. Assist the Party in opening and tabulating bids for the construction of the Project, and advise the Party in establishing the procedure for entering into construction phase.

b. Prepare the formal Contract Documents for the Contractor.

c. Make periodic visits to the site as required pursuant to the standards of Professional Engineers on projects of this nature, provide project construction supervision, to observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the contract documents.

d. Consult with and advise the Party and issue all instructions and Change Orders to the Contractor selected by the Party.

e. During the progress of actual construction, Engineer will keep continually the Owner informed with brief and concise information. A monthly progress report will be prepared and delivered to the Party including but limited to monies spent, construction time elapsed, percent of Project completed, a brief narrative of problems encountered and the anticipated completion date.

f. Review shop and working drawings furnished by Contractor(s) for general compliance with design concept and with information given in contract documents.

g. Review and provide a recommendation concerning samples, catalog data, schedules, shop drawings, laboratory, shape and mill tests of material and equipment and other data which the Contractor is required to submit, in compliance with the Contract Documents.

h. Prepare monthly and final estimates for payments to Contractor(s).

i. Engineer shall accompany the Party on the Final Inspection to assure that the total work has been completed in accordance with the Contract Documents.

j. Prior to the Party's dispersal of any retainage of funds, render a written opinion to the Party that the construction has been completed according to the Contract Documents and provide the Party with a certificate of completion and release of liens documents from subcontractors.

k. Provide the Party with sepia copies of as-built drawings of the constructed improvements, within sixty (60) days of issuance of certificate of completion.

l. The Engineer will be responsible for interim and final inspection.

m. Furnish to the Party six (6) sets of plans and six (6) sets of specifications and contract documents.

SECTION III
ADDITIONAL SERVICES OF THE ENGINEER

If authorized in writing by the Party, the Engineer will furnish or obtain from others Additional Services of the following types which are not considered normal or customary basic services; these will be paid for by
the Party as indicated in Section VI.

3.1 Services of a Resident Project Representative, and other field personnel as required, for on-the-site observations of construction, other than periodic visits covered in Section 2.3 herein.

3.2 Detailed mill, shop and/or laboratory inspection of materials or equipment.

3.3 Major revision of Contract drawings as distinguished from modifications due to change orders, modifications to reduce the cost of the project or modifications requested to meet federal, state, or local regulations.

SECTION IV
REIMBURSABLE EXPENSES

4.1 Travel and subsistence required for the Engineer and authorized by the Party to points other than within Hidalgo County and Project site.

4.2 Additional copies of reports and specifications over six (6) copies and additional prints of drawings over six (6) copies.

4.3 Reimbursable expenses as provided in Section IV herein shall be paid to the Engineer on the basis of 1.1 times the Engineers actual cost.

SECTION V
THE PARTY'S RESPONSIBILITIES

The Party will:

5.1 Provide full information as to requirements for the Project.

5.2 Assist the Engineer by providing all available information pertinent to the Project including reports and any other data relative to design and construction of the Project.

5.3 Furnish the services or data as required such as appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, zoning, and deed restrictions; all of which the Engineer may rely upon in performing his services under this agreement.

5.4 Guarantee access to and make all provisions for the Engineer to enter upon public and private property as required for the Engineer to perform his services under this Agreement.

5.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer.

5.6 Pay for all costs incident to advertising and obtaining bids or proposals from Contractors.

5.7 Provide such legal and accounting services required to discharge the Party's responsibility under the terms of this Agreement and any Agreement with any governmental agency as may be required for the project, and such auditing services as the Party may require to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract.

5.8 Give prompt written notice to the Engineer whenever the Party observes or otherwise becomes aware of any defect in the Project.

SECTION VI
PAYMENTS TO THE ENGINEER

The Party agrees to pay the Engineer for completed services as identified by the Party:

6.1 The Engineer shall be paid a total fixed amount of **75,980.58** for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Engineer's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.

6.2 At Engineer's completion and Party's approval of the Engineer's services under the Preliminary Phase, Section 2.1 of this Agreement, Party shall pay a maximum of 15% of the sum set forth in Section 6.1 above.

6.3 At Engineer's completion and Party's approval of the Engineer's services under the Design Phase, Section 2.2 of this Agreement, Party shall pay a maximum of 60% of the sum set forth in Section 6.1 above.

6.4 At Engineer's completion and Party's approval of the Engineer's services under the Construction Phase, Section 2.3 of this Agreement, Party shall pay a maximum of 25% of the sum set forth in Section 6.1 above. Such sum to be paid periodically proportionately to the percentage of construction completed by the Contractor as determined by Engineer's reports.

6.5 For Additional Services as provided in Section III herein the Engineer shall be paid a sum of 1.1 times the Engineer's actual cost for such services.

SECTION VII
OWNERSHIP OF DOCUMENTS

Original documents, plans, designs and survey notes developed in connection with services performed hereunder belong to, and remain the property of the Party, in consideration of which it is mutually agreed that the Party will use them solely in connection with the Project and as base material for possible future projects.

SECTION VIII
TERMINATION

The Party may terminate this Agreement without cause at any time by a 30-day notice in writing to the Engineer. Upon receipt of such notice, the Engineer shall, unless the notice directs otherwise immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practical after receipt of notice of termination, the Engineer shall submit a statement showing in detail the actual services that were performed under this Agreement to date of termination, the date such services were performed and the length of time spent by each person or party engaged in performing such services on each day,

The Party shall pay the Engineer a sum of money equal to the reasonable value of the professional engineer services rendered by the Engineer to the Party in connection with the services performed under this Contract, less payments previously made by the Party to Engineer on work performed and expenses incurred by Engineer under the provisions of this Agreement. Copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement shall be delivered to the Party when and if this Agreement is terminated, but subject to the restrictions as to their use, as set forth above.

Notwithstanding the above, the Engineer shall not be relieved of liability to the Party for damages sustained by the Party arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations
created under this Agreement.

SECTION IX
COUNTY AND CITY OFFICIALS

Engineer agrees that no County or City official or Party employee shall be personally liable for any of the obligation created under this Agreement, or for any matter which may arise out of the Project, or any activities
related thereto and hereby holds the Party, its political bodies and its employees harmless from and indemnifies them from any liability from any matter arising from Engineer's negligent acts, errors or omissions related
to Engineer's obligations created under this Agreement.

SECTION X
SUCCESSORS AND ASSIGNS

Party and Engineer each binds themselves, their partners, successors, executors, administrators, and assigns to the other party of Agreement in respect to all covenants of this Agreement. Neither the Party nor Engineer shall assign or transfer any interest in this Agreement without the written consent of the other.

SECTION XI
TIME OF PERFORMANCE

The Engineer contracts and agrees to commence work within ten (10) days from the date of written authorization to proceed and will complete the preparation of the preliminary phase and estimates by 90 days and will proceed upon authorization with final drawings, specifications, and contracts documents and complete same within the earliest practical time from such notice to proceed.

SECTION XII
VENUE

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas.

SECTION XIII
AMENDMENT

This Agreement may be amended only by a written document executed by the parties hereto.

SECTION XIV
COMPLIANCE WITH LOCAL LAWS

The Engineer shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Engineer shall save the Party harmless with respect to any damages arising from any negligence of the engineer
in performing any of the work embraced by this Contract.

SECTION XV
ASSIGNABILITY

The Engineer shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Party thereof; provided however,
that claims for money due or to become due to the Engineer from the Party under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Party.

SECTION XVI
GENERAL

16.1 Audit. The Party and/or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Engineer which are directly pertinent to the Project for the purpose of making the audit, examination, excerpts, and transcriptions.

16.2 The Engineer agrees to comply with the following Executive orders, Titles and Program Regulations, including any additional requirements that may be set forth by the Party.

a. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.

b. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.

c. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.

d. The Engineer shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Engineer pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Engineer. Engineer agrees to maintain such records in an accessible location for a period of three (3) years.

e. Executive Order 11246 (paragraph a-c for contracts under $10,000; paragraphs a-g for contracts over $10,000) - Equal Employment Opportunity.

Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.

Equal Employment Opportunity for Activities and Contracts not Subject to Executive Order 11246, as amended. In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Engineer shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

16.3 Interest of Certain Federal Officials: No member of or Delegate to the Congress of the United States and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

16.4 Interest of Members, Officers, or Employees of Public Body, Member of Local Governing Body, or other Public Officials: No member, officer, or employee of the County or City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, to be performed in connection with the program assisted under the Agreement. The Engineer shall incorporate or cause to be incorporated in all such documents in the paragraph in this Section.

SECTION XVII
INSURANCE

The Engineer shall obtain and keep in force during the term of its engagement on the Project, insurance as follows:

17.1 A comprehensive automobile liability policy covering liability exposure to bodily injury and property damages. The Engineer shall furnish Party Certificates of Insurance showing the comprehensive automobile liability insurance policies to be in effect, commencing when Engineers commence operations under this Agreement, in the sum of $300,000 for bodily injury and $100,000 for property damages.

17.2 Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

17.3 A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability Insurance Policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;

17.4 Workers Compensation Insurance in amount established by Texas law, unless the engineer is specifically exempted from the Texas Worker's Compensation Act, Texas Labor Code Chapter 401, et. seq.

17.5 All insurance policies must be written by an insurance company or companies acceptable to the Party.

SECTION XVIII
WARRANTY

18.1 Engineer represents and warrants to Owner all services rendered to Owner under this Agreement shall, at a minimum, comply with the Texas Engineering Practices Act (Tex. Civ. St. Ann., Article 3271) and rules of the Texas Board of Professional Engineers.

SECTION XIX
EFFECTIVE DATE

The effective date of this contract shall be **December 16, 2014**. Such date being the date the County Commissioners' Court approved entering into contract with Engineer.

This Agreement is hereby approved this _____ day of _____, 20_____.

Signature:_____
Richard LeFevre, Project Engineer

Firm Name: **LeFevre Engineering & Management Consulting, LLC**
Address: **612 Nolana, Suite 520**
City/ST/ZIP: **McAllen, TX 78504**

FED ID #/SS #: **20-8133167**

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this the ____ day of_____, 20___, by _____of and on behalf of _____,
title) (a corporation)(a partnership)(a sole proprietorship).

_____
(seal) Notary - Signature

County of Hidalgo Urban County Program:

_____ _____
Witness Diana R. Serna, UCP Director

Revised as to Form:
Atlas & Hall, L.L.P.
By Stephen L. Crain
on April 26, 2012

Exhibit "A"

(Scope of Services)

See Attached

Exhibit "A"
SCOPE OF SERVICES

Urban County Program - City of Weslaco Water & Wastewater Improvements project

PREPARED BY:
LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC. (LEMC)

The County of Hidalgo, Texas, proposes to construct Urban County Program City of Weslaco Water & Wastewater Improvements Project.

Contract Amount: $ 75,980.58

Project Tasks

Task 1 – Survey

Necessary field information will be developed by field surveys. Record plans will be issued as a guide for the survey work and for the analysis of design alternatives.

Task 2 – Project Orientation and Startup

LEMC proposes an initial project orientation meeting be scheduled so that both the City and the engineer may have a clear understanding of the design and construction process, parameters to be used and the final product desired.

Task 3 – Design

LEMC will assure that improvements are designed and incorporated in the plans are adequate for the area and as per Texas Commission on Environmental Quality (TCEQ) and as per City of Weslaco requirements.

Task 4 – Preliminary Plans and Estimates

LEMC will provide City staff a set of plans and estimates for accordance, evaluation and coordination.

Task 5 – Final Plans and Specifications

Final plans, specifications and estimates will be prepared during this task. The output of this task will be the documents necessary for bidding and constructing the project.

Task 6 – Bidding and Award

A pre-bid meeting will be scheduled if necessary in order to brief potential bidders and suppliers on the project. Necessary clarifications or addendum will be issued. LEMC will attend the bid opening and assist as the City desires.

Post bid, LEMC will tabulate the bids and make recommendations in consultation with City staff. Post Award, LEMC will prepare necessary contract documents for execution, after award by the City.

Task 7 – Construction

LEMC will observe ongoing work, identify survey control for the contractor and certify periodic payment requests. LEMC will coordinate material testing with Sub-Consultant. Upon completion, a final inspection will be scheduled with the contractor and City staff. The outcome of these final inspections will be a Certificate of completion or a punch list of items for the contractor to complete, prior to issuance of a Certificate of Completion.

Task 8 – As Builts

LEMC will provide to the City a reproducible "as-built" set of plans of the project along with an electronic version of the plans.

Please accept this proposal letter as our final and best offer.

Respectfully,

Emigdio Salinas, P.E.
LeFevre Engineering & Management Consulting, LLC
Project Engineer

LeFEVRE
ENVIRONMENTAL & MANAGEMENT CONSULTING, LLC

612 Nolana, Suite 350
McAllen, Texas 78504
Tel. 956.661.8000
Fax. 956.661.8001

Texas Registered Engineering Firm F-11722

Civil Engineering
Environmental Engineering
Planning
Project Management

ITEM NO.	DESCRIPTION	EST. QNTY.	UNIT		
P179 Weslaco Sanitary Sewer Improvements Project - Hidalgo Urban County					
General Project					
1-1	Bypass Plan signed and sealed by a professional engineer licensed in Texas	LS	1	$ 2,500.00	$ 2,500.00
1-2	Trench Safety Plan signed and sealed by a professional engineer licensed in Texas	LS	1	$ 2,500.00	$ 2,500.00
1-3	Traffic control plan signed and sealed by a professional engineer licensed in Texas	LS	1	$ 2,500.00	$ 2,500.00
1-4	Installation and maintenance of barricades, signs and traffic handling per approved Traffic Control Plan.	LS	1	$ 5,000.00	$ 5,000.00
Total General Project					**$ 12,500.00**
Water Line Improvements - Base Bid					
2-1	Abandon Existing Water Lines, according to the plans and specifications; complete in place	LS	2	$ 5,000.00	$ 10,000.00
2-2	Furnish and install 8-inch PVC DR-18 C900 Water Line w/ fittings, according to the plans and specifications; complete in place	LF	1891	$ 30.00	$ 56,730.00
2-3	Furnish and install 8-inch Gate Valve and Box, according to the plans and specifications; complete in place	EA	7	$ 1,500.00	$ 10,500.00
2-4	Furnish and install Fire Hydrant according to the plans and specifications; complete in place	EA	2	$ 5,000.00	$ 10,000.00
2-5	Trench Street Repairs	SY	4205	$ 25.00	$ 105,125.00
Water Line Improvements - Base Bid					**$ 192,355.00**
Sanitary Sewer Improvements - Base Bid					
2-1	Bypass Pumping according to the Bypass Plan provided and as per the specifications; complete in place	LS	1	$ 45,000.00	$ 45,000.00
2-2	Remove and Dispose Existing 8-inch PVC Sanitary Sewer Pipe according to the plans and specifications; complete in place	LF	1828	$ 10.00	$ 18,280.00
2-3	Furnish and install 8-inch PVC SDR-35 gravity pipe according to the plans and specifications; complete in place.	LF	1828	$ 45.00	$ 82,260.00
2-4	Furnish and Install Trench Safety according to the Trench Safety Plan and specifications; complete in place	LF	1828	$ 1.50	$ 2,742.00
2-5	Remove and Dispose Existing Sanitary Sewer Manhole according to the plans and specifications; complete in place	EA	9	$ 4,500.00	$ 40,500.00
2-6	Furnish and Install 48-inch Fiberglass Manhole according to the plans and specifications; complete in place	EA	9	$ 4,500.00	$ 40,500.00
Sanitary Sewer Improvements - Base Bid					**$ 229,282.00**
TOTAL CONSTRUCTION COST					**$ 434,137.00**
				Engineering (8.0%)	**$ 35,000.00**
				Construction Phase Engineering (1.5%)	**$ 6,850.00**
				Inspection Services (2.0%)	**$ 8,700.00**
				Survey Topography	**$ 8,700.00**
				Geotech Services	**$ 6,200.00**
				Material Testing	**$ 10,530.58**
Total Project Cost					**$ 510,117.58**

LeFEVRE
ENVIRONMENTAL & MANAGEMENT CONSULTING, LLC
Texas Registered Engineering Firm F-11722
612 Nolana, Suite 220
McAllen, Texas 78504
Tel. 956.661.8000
Fax. 956.661.8001

Professional Engineering Cost Breakdown

City of Weslaco - Urban County Water & Wastewater Improvements Project
P179

LEMC Professional Engineering Services:

Civil Engineering
Mechanical Engineering
Structural Engineering

Hourly Rates:		
Principal Engineer	140	$/Hr
Engineer	120	$/Hr
Project Manager	90	$/Hr
CADD Technician	65	$/Hr
Inspector	40	$/Hr
Administration	30	$/Hr

Project Start Up (Task 2)	$140/Hr Principal Engineer	$90/Hr Project Manager	$120/Hr Project Engineer	$65/Hr CADD Technician	$30/Hr Clerk	N/A Other
Meeting w/ City Manager & Staff	1	1.5	1.5			
Planning w/ City Staff		1.5	1.5			
Define Scope of Work & Tasks	1	1.5	1.5			
Total	2	4.5	4.5	0	0	0

Preliminary Plans (Task 4)	$140/Hr Principal Engineer	$90/Hr Project Manager	$120/Hr Project Engineer	$65/Hr CADD Technician	$30/Hr Clerk	N/A Other
Develop Feasible Alternatives	1	2	2			
Develop Preferred Alternative	1	2	2			
Prepare Environmental Clearance (if any)						
Preliminary Design Calculations	1	1	2			
Preliminary Plans and General Notes	1	1	2	8	8	
Preliminary Specifications		1	3		16	
Total	4	7	11	8	24	0

Design - Civil Task 3	$140/Hr Principal Engineer	$90/Hr Project Manager	$120/Hr Project Engineer	$65/Hr CADD Technician	$30/Hr Clerk	N/A Other
Survey Coordination and Evaluation	1	2	4	32	4	
Final Design Calculations	5	2	32			
Final Plan and General Notes	5	16	56	60	16	
Final Specifications	4	16	32		32	
Design	15	36	124	92	52	0

Final Plans and Specifications Task 5	$140/Hr Principal Engineer	$90/Hr Project Manager	$120/Hr Project Engineer	$65/Hr CADD Technician	$30/Hr Clerk	N/A Other
Final Plan and General Notes	1	2	4	8		
Final Specifications	1	2	4		8	
Design	2	4	8	8	8	0

Inspection	$140/Hr Principal Engineer	$90/Hr Project Manager	$120/Hr Project Engineer	$65/Hr CADD Technician	$30/Hr Clerk	N/A Other
Pre-Bid Meeting						2
Bid Opening						2
Construction Inspections						138
Pre-Construction Meeting & N.T.P.						3
Bidding and Negotiating Phase Total	0	0	0	0	0	145

Construction Phase Engineering Bidding & Award (Task 6)	$140/Hr Principal Engineer	$90/Hr Project Manager	$120/Hr Project Engineer	$65/Hr CADD Technician	$30/Hr Clerk	N/A Other
Advertisement		1			1	
Pre-Bid Meeting		1	1		1	
Bid Opening		1	1		1	
Negotiations w/ Contractor			2			
Notice of Award to Contractor			1		1	
Pre-Construction Meeting & N.T.P.	1	2	2		1	
Total	1	5	7	0	5	0

Construction (Task 7)	$140/Hr Principal Engineer	$90/Hr Project Manager	$120/Hr Project Engineer	$65/Hr CADD Technician	$30/Hr Clerk	Inspector
Construction Phase Engineering	1	4	18		4	
Monthly Project Status Meeings	1	1	4		2	
Construction Inspections	1	1	1		4	
Construction Phase Total	3	6	23	0	10	0

As Builts (Task 8)	$140/Hr Principal Engineer	$90/Hr Project Manager	$120/Hr Project Engineer	$65/Hr CADD Technician	$30/Hr Clerk	N/A Other
Record Drawings			2	12		
Closing of the Project					4	
Total	0	0	2	12	4	

Total Hours	27	62.5	179.5	120	103	145
Amount Per Hour	$140	$90	$120	$65	$30	$60
Grand Total	$3,780	$5,625	$21,540	$7,800	$3,090	$8,700

Survey	$1500/Day Survey Team	$90/Hr Project Manager	$120/Hr Project Engineer	$65/Hr CADD Technician	$30/Hr Clerk	N/A Other
Field Work - Survey	4					
CADD/Technician				80		
Project Manager Oversight		12				
Final Suvey					12	
Sub-Total	$ 6,000	$ 1,080	$ -	$ 1,280	$ 360	$ -
Total Amount	$8,720					

GEOTECH SERVICES	$6,200
MATERIAL TESTING	$10,531
CONTRACT TOTAL AMOUNT	$75,986

RABA KISTNER
CONSULTANTS

Raba Kistner
Consultants, Inc.
800 E. Hackberry
McAllen, TX 78501
www.rkci.com

P 956 :: 682 :: 5332
F 956 :: 682 :: 5487
TBPE Firm F-3257

Proposal No. PMA14-103-00
December 4, 2014

Mr. Emigdio "Milo" Salinas, P.E., Project Engineer
LeFevre Engineering & Management Consulting, LLC
612 Nolana, Suite 520
McAllen, Texas 78504

Re: Proposal for Geotechnical Engineering Services
Hidalgo County Urban County Program
Proposed 8-Inch Diameter Weslaco Sanitary Sewer and Water Project
Between W. Lost Torritos Street and W. First Street
Weslaco, Hidalgo County, Texas

Dear Mr. Salinas:

On the basis of the documents received by our office from you via electronic-mail attachment earlier today and our subsequent telephone conversation held with you on the same date, we thank you for selecting **RABA KISTNER Consultants, Inc. (RKCI)** to provide Geotechnical Engineering Services to LeFevre Engineering & Management Consulting, LLC (CLIENT) for the above-referenced project. The broad objectives of our study will be to determine subsurface conditions along the site, and to develop information to be used by others for the installation design of the proposed water and sewerlines. Described in this letter are:

- our understanding of pertinent project characteristics;
- our proposed scope for field and laboratory study;
- our proposed scope for engineering evaluation and reporting;
- our tentative project schedule; and
- our project lump sum fee.

PROJECT DESCRIPTION

On the basis of the information provided to us by the CLIENT, we understand that the proposed project consists of the design and construction of: 1) an approximately 1,317-ft long, about 8-inch diameter, water line and an approximately 1,274-ft long, about 8-inch diameter, sewer line to be founded parallel each other, along an existing alley located between W. Los Torritos Street and W. First Street and between N. Missouri Avenue and N. Calle del Pino; and 2) an approximately 574-ft long, about 8-inch diameter, water line and an approximately 554-ft long, about 8-inch diameter, sewer line to be founded parallel each other, along an existing alley located between W. Plaza Street and W. First Street and between Texas Boulevard and N. Missouri Avenue in Weslaco, Hidalgo County, Texas. On the basis of the information provided to us by the CLIENT, we understand that the proposed water and sewerlines will be found at a maximum depth of 12 ft below the existing ground/pavement surface elevation.

FIELD STUDY

On the basis of the information provided to us by the CLIENT, geologic evidence, and our past experience with subsurface conditions in the vicinity of this site, we propose to conduct five borings extending down to a maximum depth of 25 ft each along the proposed water and sewer alignments.

We understand that the CLIENT will assist **RKCI** in locating the borings in the field with a survey crew. Our scope of services does not include surveying of the boring locations. However, **RKCI** recommends that the final boring locations be surveyed in the field by the CLIENT.

Samples will be taken using conventional split-spoon and/or Shelby tube sampling techniques in general accordance with applicable American Society for Testing and Materials (ASTM) standards. Representative portions of the samples will be sealed, identified, packaged, and transported to our laboratory for subsequent testing and classification.

Upon completion of the drilling activities, water level readings, if applicable, will be recorded in the open boreholes and the boreholes will be backfilled using the auger cuttings generated during the drilling operations.

LABORATORY STUDY

Upon completion of the subsurface exploration, a general testing program will be designed to define the classification and shrink/swell characteristics of the subsurface conditions. The testing program is anticipated to include moisture content determinations, Atterberg Limits (plasticity) tests, and grain size analyses. The laboratory testing will be performed in general accordance with applicable ASTM standards.

ENGINEERING ANALYSIS AND REPORT

The results of the field and laboratory phases of the study will be reviewed by our staff of engineers. The results of our review, together with the supporting field and laboratory data, will be presented in a written, engineering report. Included therein will be recommendations concerning the design and construction of the installation for the proposed water and sewerlines. The Geotechnical Engineering Report may also include the following information and recommendations:

- A summary of the field and laboratory sampling and testing program;
- Boring logs and laboratory testing results;
- A review of the general site conditions including a description of the site, the subsurface stratigraphy, groundwater conditions, and the presence and condition of fill materials, if encountered.
- Seismic region condition evaluations.

Since site grading plans can result in changes in the pipe subgrade support conditions, final site grading plans will be helpful information in the preparation of engineering recommendations. In the absence of

final site grading information, we will prepare recommendations based on the existing ground surface elevations.

The final report will be reproduced in three, spirally-bound copies.

TENTATIVE PROJECT SCHEDULE

Based on our present workload and weather permitting, it is anticipated that the field exploration phase of this study can begin within five working days of receiving written authorization to proceed, provided that the site is accessible to our truck-mounted drill rigs and utility clearance has been provided by the CLIENT. The field exploration and laboratory testing phases of the study are expected to take approximately fifteen working days to complete. The report will be submitted within an additional twelve working days following completion of the laboratory testing. The above schedule does not account for delays due to inclement weather. We will be pleased to provide the design team with verbal design information as the data becomes available.

LUMP SUM COST

The total lump sum cost for the study outlined herein is $6,200.00. Should unusual subsurface conditions be encountered in the field that indicate the desirability of significantly broadening the scope of the study, we will contact you to receive written authorization before proceeding with any additional work. Additional services will be billed on a unit basis in accordance with our standard fees as indicated on the attached Schedule of Fees for Professional Services.

RKCI has been provided with a site plan illustrating the location of the proposed water and sewerlines. It is our understanding that access to all boring locations for a conventional, truck-mounted drilling rig, and underground utility clearance will be provided by the CLIENT prior to our field exploration services.

It should be noted that our study scope (and project cost) does not include plan review or earthwork and foundation excavation observations during the construction of the project. However, plan review and construction observation costs should be included in the project budget.

It should also be noted that our study scope (and project cost) does not include professional time or travel expenses for participation in design team meetings. If these services are required, they will be billed at our standard billing rates for professional time plus expenses.

ACCEPTANCE

We appreciate the opportunity of submitting this proposal and look forward to working with you in the development of this project, which will be carried out accordance with this letter and the following attachments:

Attachment	Description
I	Standard Terms and Conditions
II	Schedule of Fees

Please return one signed original of this contract to provide written authorization for our firm to perform the services outlined herein. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Dallas County, Texas 75397-1037.

RKCI considers the data and information contained in this proposal to be proprietary. This statement of qualifications and any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part for any purpose other than to evaluate this proposal.

Very truly yours,

RABA KISTNER CONSULTANTS, INC.

Saul Cruz
Graduate Engineer

Katrin M. Leonard, P.E.
Associate

Accepted By: _____
(Signature)

_____
(Typed or Printed Name)

_____
(Title)

Date: _____

Copies submitted: Above (2)

SC/KML

Attachments I and II

RABA KISTNER

STANDARD TERMS AND CONDITIONS

1. **SERVICES.** Raba Kistner, Inc., by and through one of its subsidiaries (Raba Kistner Consultants, Inc., Raba Kistner Environmental, Inc., Raba Kistner Facilities, Inc. or Raba Kistner Infrastructure, Inc.) (the relevant subsidiary, being engaged to provide the services to CLIENT in connection with the delivery of this instrument, is referred to as "RK" herein) is being engaged by the CLIENT to render professional services ("Services") involving only RK's advice, judgment and opinion. RK may subcontract all or a portion of the Services performed hereunder. RK shall apply professional judgment in determining the extent to which RK complies with any given standard identified in RK's instruments of professional services. CLIENT expressly acknowledges that RK makes no warranties or guarantees, expressed or implied, regarding the Services.

2. **INFORMATION PROVIDED BY CLIENT.** CLIENT may provide or direct RK to utilize or rely upon certain information ("CLIENT Information") in the performance of RK's services. RK shall be entitled to rely upon such CLIENT Information. RK will not conduct an independent evaluation of the accuracy or completeness of such CLIENT Information and shall not be responsible for any errors or omissions in such information. . RK's report, as well as any recommendations, findings, and conclusions made by RK, are dependent on information received from CLIENT. Changes or modifications to the information provided by CLIENT can affect RK's evaluation, recommendations, findings and conclusions, and CLIENT agrees—as a material term of this Agreement—to notify RK immediately, in writing, if CLIENT becomes aware of any such changes or modifications, including changes to the size, scope, location, or other material characteristics of CLIENT's project. The CLIENT shall be responsible for providing the location of all underground utilities and other structures in the vicinity of RK borings or excavations. RK will not accept responsibility and will not be liable for affecting or damaging any underground utility, underground storage tank, or other subsurface condition not previously identified and located, or improperly located, by the CLIENT, a utility, or a utility locating agency.

3. **SITE ACCESS AND SITE SAFETY.** CLIENT shall provide right-of-entry to the buildings and sites which are the subjects of RK's services. CLIENT represents that it possesses authority for such right-of-entry and that the building/site operator(s) possess the necessary permits and licenses for current activities at the site. RK shall be responsible for supervision and site safety measures of its own employees and subconsultants, but shall not be responsible for the supervision or health and safety precautions of any other parties, including CLIENT, CLIENT'S contractors, subcontractors, or other parties present at the site.

4. **SUBSURFACE EXPLORATIONS.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. CLIENT understands RK's layout of boring and test locations is approximate and that RK may deviate a reasonable distance from those locations. RK will take reasonable precautions to reduce damage to the site when performing services; however, CLIENT accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the scope of services.

5. **CHANGED CONDITIONS.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to RK are uncovered or revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, RK may call for renegotiation of appropriate portions of this Agreement. RK shall notify the CLIENT of the changed conditions necessitating renegotiation, and RK and the CLIENT shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If changes cannot be agreed to with respect to changed conditions, the parties shall utillze the Dispute Resolution/Litigation procedures in this Agreement.

6. **TESTING AND OBSERVATIONS.** CLIENT understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. RK will provide test results and opinions based on tests and field observations only for the work tested. CLIENT understands that testing and observation are not continuous or exhaustive, and are conducted to reduce – not eliminate – project risk. CLIENT agrees to the level or amount of testing performed and the associated risk. CLIENT is responsible (even if delegated to contractor) for notifying and scheduling RK so RK can perform these services. RK shall not be responsible for the quality and completeness of contractor's work or their adherence to the project documents, and RK's performance of testing and observation services shall not relieve contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. CLIENT acknowledges that RK will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.

7. **ESTIMATE OF FEES FOR CONSTRUCTION AND MATERIALS TESTING SERVICES.** If included as part of RK's proposal, RK will, to the best of its ability, perform the scope of services related to Construction and Materials Testing Services within the proposed fee estimate provided by RK. RK's proposal fees are based upon an estimate of the services required to meet the specifications for the project and following generally accepted engineering practices. The CLIENT recognizes that unforeseen circumstances along with changes in scope and project/contractor's schedules can influence the successful completion of the scope of services within the estimated proposed fees. Because the contractor has sole control over the project and determines the means and methods used to build/construct the project, RK's service fees are estimates and not lump sum or guaranteed maximum fees. The CLIENT is fully responsible for payment of all services provided, including retests of contractor's failed areas.

8. **REPORTS.** RK may provide CLIENT with written reports in connection with the Services performed. Such reports will present such findings and conclusions as RK may reasonably make with the information gathered while performing its services, and provided by CLIENT. The reports may be copied for inclusion in other documents related to the project provided it is reproduced in its entirety; however reports and other instruments of service are prepared for, and made available for, the sole use of the CLIENT, and the contents thereof may not be used or relied upon by others without the express written authorization of RK. Any unauthorized use or distribution shall be at the CLIENT's sole risk and without liability to RK..

9. **TOXIC AND HAZARDOUS MATERIALS.** CLIENT shall provide RK with all information within CLIENT'S possession or knowledge as to the potential or presence of toxic or hazardous materials or pollutants at the site. CLIENT agrees that RK neither created nor contributed to the creation or existence of any toxic or hazardous

materials or pollutants. In no event shall RK be required to sign a hazardous waste manifest or take ownership of any toxic or hazardous materials or pollutants. If unanticipated toxic or hazardous materials or pollutants are encountered while performing RK's services, RK reserves the right to stop field operations and notify the CLIENT and CLIENT assumes responsibility to notify appropriate regulatory agencies. RK and CLIENT must mutually agree to remobilize.

10. **NO THIRD-PARTY BENEFICIARIES.** The services and any report(s) prepared under this Agreement are for the sole benefit and sole use of CLIENT and are not for the use of any other party or person. Only CLIENT may rely upon the services and any report or work product. Nothing in this Agreement, or any subsequent amendments or modifications, or in any report issued under this Agreement, shall create a contractual relationship with or a cause of action in the favor of any third party against either RK or CLIENT. If CLIENT provides a copy of any report prepared by RK to others, it shall advise the recipient that the information contained in the report is provided for information only and is not to be relied upon by third parties.

11. **LEED PROJECTS.** Unless specifically addressed elsewhere in this agreement, RK has no responsibility or liability, including duty to defend or duty to indemnify, any party (including but not limited to CLIENT, owner, owner's agents, architects, engineers, contractors, construction managers, subcontractors) for the LEED certification process including: developing, producing, or retaining any documentation relating to the calculation of LEED points; and attainment of LEED certification points or LEED ratings.

12. **STANDARD OF CARE.** RK shall perform its professional services in accordance with the standard of care and diligence normally practiced by professional firms in performing services of a similar nature, in the same locality, under similar circumstances. CLIENT expressly acknowledges that RK makes no other warranties or guarantees, expressed or implied, regarding its professional services or its work product.

13. **RISK ALLOCATION.** RK will be responsible only for its own work, and that of its sub-consultants, and not for defects in the work designed or built by others.

14. **LIMITATION OF LIABILITY.** **CLIENT AND RK HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING RK'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF RK (AND ITS RELATED ENTITIES, EMPLOYEES, OWNERS, AGENTS, AND REPRESENTATIVES) TO CLIENT (AND THIRD PARTIES GRANTED RELIANCE ON RK'S WORK PRODUCT, OR OTHERWISE SEEKING RECOVERY UNDER THIS AGREEMENT) IS LIMITED TO THE GREATER OF $100,000 OR THE FEE PAID RK UNDER THIS AGREEMENT, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF RK'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY.**

15. **CONSEQUENTIAL DAMAGES.** Neither CLIENT nor RK will be liable to the other for any special, consequential, indirect, incidental or penal losses or damages of any kind, nor will CLIENT or RK be liable to the other for losses, damages, or claims, regardless of how defined, related to: lost profits; unavailability of property or facilities; shutdowns or service interruptions; loss of use, , revenue, opportunity, or inventory; use charges, carrying costs, cost of substitute facilities, goods, or services; cost of capital, or claims of any other party and/or its customers.

16. **SUSPENSION OF SERVICES.** If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, RK may suspend performance of services upon seven (7) calendar days' notice to the CLIENT. RK shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension. Upon payment in full by the CLIENT, RK may resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for RK to resume performance. Payment of invoices shall not be subject to any discounts or set-offs by the CLIENT unless agreed to in writing by RK. Payment to RK for services rendered and expenses incurred will be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

17. **WAIVER OF SUBROGATION.** To the extent damages are covered by property insurance, or any other available insurance coverage, CLIENT and RK waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages. CLIENT agrees that CLIENT shall procure, or cause to be procured builder's risk insurance or other property insurance for its project. RK and CLIENT waive all rights against each other and any of their consultants, contractors, subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, flood, or other causes of loss to the extent covered by CLIENT's or CLIENT's Contractor's builder's risk insurance, or other available insurance coverage. The policies shall provide waivers of subrogation by endorsement or otherwise. CLIENT shall require of its contractors, consultants, agents and employees similar waivers in favor of RK and its subconsultants. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

18. **OWNERSHIP OF DOCUMENTS.** R-K's reports, drawings, plans, specifications, and other documents and deliverables are instruments of professional service ("Instruments of Service") developed by RK in contemplation of a wide array of project-specific variables, including how the documents will be used and by whom. RK shall be the author, owner and custodian of the Instruments of Service, and shall retain all common law, statutory, and other reserved rights, including copyright. By execution of this Agreement, RK grants to CLIENT a limited, nonexclusive license to use the Instruments of Service for purposes of constructing, using, and maintaining the project for which the services are performed, provided CLIENT substantially performs its obligations, including prompt payment of all sums when due, under this agreement.

    Upon completion of the services, and payment in full of all monies due RK, CLIENT may retain copies of all such documents. **THE INSTRUMENTS OF SERVICE ARE NOT INTENDED NOR REPRESENTED TO BE SUITABLE FOR REUSE ON EXTENSIONS, MODIFICATIONS, OR ADAPTATIONS OF THE PROJECT, OR ANY OTHER PROJECT, ANY REUSE OF SUCH DOCUMENTS, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY RK FOR THE SPECIFIC PURPOSE INTENDED, WILL BE AT CLIENT'S SOLE RISK WITHOUT LIABILITY OR LEGAL EXPOSURE TO RK, AND CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY, DEFEND, AND HOLD HARMLESS RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND CONSULTANTS AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, DEFENSE COSTS, AND COURT COSTS) ARISING FROM OR ALLEGEDLY ARISING FROM OR IN ANY WAY CONNECTED WITH THE UNAUTHORIZED REUSE OR MODIFICATION OF THE DOCUMENTS BY CLIENT OR ANY PERSON OR ENTITY THAT ACQUIRES OR OBTAINS THE DOCUMENTS FROM OR THROUGH THE CLIENT WITHOUT THE WRITTEN AUTHORIZATION OF R-K REGARDLESS OF WHETHER SUCH CLAIMS, DEMANDS, OR ACTIONS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED NEGLIGENCE OF RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR CONSULTANTS.**

    Parties other than CLIENT and RK may apply to use an instrument, using a form prepared by RK for that purpose. Others' use of an instrument shall be permitted only when CLIENT and RK both so agree; either shall have the right to forbid use by others. In

addition, R-K shall make its permission contingent upon the satisfaction of certain conditions when, in RK's professional judgment, such a contingency is necessary.

19. **DISPUTE RESOLUTION/LITIGATION.** All claims, disputes, and other controversy between RK and CLIENT arising out of or in any way related to the services provided by RK shall be submitted to mediation, before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to these services and that dispute requires litigation as provided above, the CLIENT assents to personal jurisdiction in the State of Texas; the claim will be brought and tried in Bexar County, the county where RK's principal place of business is located, and CLIENT waives the right to remove or transfer the action to any other county or jurisdiction. The prevailing party will be entitled to recovery of all court costs, attorneys' fees, and other legally recoverable claim-related expenses. As a condition precedent to mediation of any claim arising out of the services provided under this Agreement, CLIENT shall obtain the written opinion from a registered, independent, and reputable professional engineer that RK has violated the standard of care applicable to RK's performance of services, in a form that meets the requirements of Texas Civil Practice & Remedies Code Chapter 150.

20. **TERMINATION OF CONTRACT.** CLIENT and RK may terminate services at any time upon ten (10) calendar days' written notice. In the event of termination, CLIENT agrees to fully compensate RK for services performed including reimbursable expenses through the termination date, as well as reasonable demobilization expenses. RK will terminate services without waiving any claims or incurring any liability.

21. **STATUTE OF LIMITATIONS.** Any applicable statute of limitations will commence to run and any cause of action shall be deemed to have accrued not later than the earlier of the following: (1) the date of the report issued by RK giving rise to the cause of action; (2) the date on which RK issues its last report under this Agreement; or (3) if RK is retained to perform construction observation, the date of substantial completion of the project.

22. **FORCE MAJEURE.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control ("Force Majeure") including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Force Majeure may not be claimed as a cause for delay in payment of money due and payable hereunder.

23. **NO ASSIGNMENT.** Neither RK nor CLIENT shall assign, sublet, or transfer its interest in this Agreement without the express written consent of the other.

24. **SEVERABILITY.** Each provision of this Agreement is intended to be severable. If any terms or provisions of this agreement shall be held to be invalid, illegal, or unenforceable for any reason whatsoever, the validity, legality, and enforceability of the remaining provisions hereof shall remain in full force and effect and shall not in any way be affected or impaired thereby. Moreover, to the maximum extent allowed by law, the Parties hereto stipulate that any offending provisions will be modified or altered, as necessary, so as to give such provision the maximum permissible effect and application intended.

25. **ENTIRE AGREEMENT.** This Agreement, and all of its attachments, constitutes the entire, integrated Agreement between the Parties to it, and this Agreement supersedes all other Agreements, oral or written between the Parties, concerning the subject set forth in this Agreement. This Agreement may not be amended except in writing, with that amendment being signed by both Parties.

RABA KISTNER

SCHEDULE OF FEES FOR PROFESSIONAL SERVICES

PERSONNEL:

Principal	$135 to $250/hour
Professional	$70 to $200/hour
Auto Cad Operator	$65 to $110/hour
Technical/Clerical/Administrative	$40 to $80/hour

The specific hourly rate within each classification listed above depends on the experience, special training, and qualifications of the personnel needed for the project. For projects requiring work at any hazardous waste site, there will be a $10 per hour surcharge added to the normal billing rate for all personnel. Consultants to Raba Kistner (RK) will be charged according to their professional classification.

EXPENSES: Use of company automobiles will be charged at $1.00 per mile. Automobiles and light trucks assigned to field sites will be charged at $70.00 per day, plus $1.00 per mile over 50 miles per day. Copies will be charged at $0.25 per page.

Other project specific charges for use of RK equipment or for RK testing will be in accordance with established fee schedules. All other project specific, third-party costs will be charged at cost plus 15 percent.

Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1-1/2 percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be PAYMENT added to the appropriate service rate charged. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

Preparation of non-standard invoice will be charged on a time and materials basis in accordance with the rates in this fee schedule.

CONDITIONS: Services will be performed in accordance with our Standard Terms and Conditions.

The proposal to which this schedule is an attachment is valid for 90 days from the date of the proposal.

RABA KISTNER
CONSULTANTS

Raba Kistner
Consultants, Inc.
800 E. Hackberry
McAllen, TX 78501
www.rkci.com

P 956.682.5332
F 956.682.5487
TBPE Firm F-3257
TBPLS Firm 10193784

Proposal No.: PMD14-155-00
December 4, 2014

Mr. Emigdio "Milo" Salinas, P.E., Project Engineer
LeFevre Engineering & Management Consulting, LLC.
612 Nolana, Suite 520
McAllen, Texas 78504

RE: **Construction Materials Observation and Testing Services**
Proposed Water & Wastewater Lines for CDBG Project 2013
Weslaco, Hidalgo County, Texas

Dear Mr. Salinas:

RABA KISTNER Consultants, Inc. (RKCI) is pleased to have been selected to provide Construction Materials Observation and Testing Services for the above referenced project.

Our opinion of probable cost of services for this project is **$10,530.58.**

Our proposed scope of services and estimated item quantities are based upon our interpretation of the project drawings received via electronic-mail attachment provided by Mr. Emigdio "Milo" Sanchez, P.E., Project Engineer with LeFevre Engineering & Management Consulting, LLC, the project's civil engineering firm, on Thursday, December 4, 2014, and are without the aid of the general contractor's schedule. The scope and quantity of services provided will be dependent upon the actual services required/requested by you and/or your representatives. Charges will be assessed only for actual services rendered. All services authorized or requested by you and/or your representatives in excess of the quantities of observation and testing services shown herein will be charged at the appropriate unit rate for such services. Charges will be invoiced on a monthly basis and will show a computerized composite total of services rendered for each service category.

Invoices will be submitted monthly for work in progress in our standard format. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Dallas County, Texas 75397-1037. All parties hereby agree that this contract upon acceptance will be performable in Bexar County, Texas. In the event that the State of Texas legislates a sales tax on professional services, the amount of tax applicable will be added to the appropriate service rate charged by **RKCI.**

We appreciate the opportunity of submitting this proposal and look forward to working with you during the construction of this project. Please return one signed copy of this letter proposal to provide written authorization for our firm to commence work on the services outlined herein. Please complete the attached Project Data Sheet for invoicing and reporting information.

Very truly yours,

RABA KISTNER Consultants, Inc.

Dennis C. Charkow
Supervisor, CME

DCC/rs
Attachments: Basic Charges
I- Standard Terms and Conditions
II- Schedules of Fees

Copies submitted: Above (1)

Accepted By _____
(Signature)

_____
(Typed or Printed Name)

_____
(Title)

Date _____

BASIC CHARGES

1. A vehicle travel charge will be assessed for round trip travel from our office to the project site, material supplier, etc. and back to our office. The charges for travel from our office to the project site and return to our office will be as follows:

   Travel Time (round trip) _____ 1.00 /hour(s)

   Vehicle Trip Charge _____ $ 46.75/trip

2. Service Charges are based on the hourly rates stated herein and will be assessed from the time the Engineer or Technician leaves our office until he returns from the project.

3. Any engineering and/or technical services provided on Saturday, Sunday and all work in excess of "normal" work hours, as stated herein, Monday through Friday, will be charged at an overtime rate of 1.5 times the appropriate hourly rate. Our total cost of services is based upon the assumption most services will be provided during "normal" work hours. Providing an excessive amount of services during days and/or hours requiring overtime rates may significantly increase the total cost of services shown herein.

4. "Normal" work hours are between 7:00 a.m. and 6:00 p.m., including travel time to and from the site unless stated otherwise. Overtime charges will be assessed after eight (8) continuous hours of service rendered during "normal" work hours.

5. Minimum of 2 hours billing per visit to project site.

6. A ten (10) percent project management and administration cost will be added to all invoices.

7. Our opinion of probable cost for each proposal to be submitted is based upon an estimate of the construction materials observation and testing services required to meet the project requirements. Because the general contractor has control over the project and determines the means and methods used to build/construct the project, our proposed scope of services is an estimate. On the basis of the general contractor's schedule, potential retesting of non-compliance items, weather related issues, the actual total services and fees may be higher or lower than the estimates in our proposal. **RKCI** will keep you CLIENT appraised of our billings in comparison to our opinion of probable cost (project budget) over the life of the project. All tests noted as retests of previously non-complaint areas will be billed to the CLIENT. **RKCI** will invoice these tests separately to allow CLIENT to segregate the charges from our normal charges. This will allow CLIENT to back charge the general contractor as necessary. CLIENT will be responsible for payment of all services rendered by **RKCI** for the project.

8. **RKCI** will utilize the on-site initial field curing facilities provided by the contractor. The cost of providing and maintaining these initial curing facilities is not included in our proposal.

Proposal No. PMD14-155-00
December 4, 2014

CONSTRUCTION MATERIALS TESTING UNIT RATES
Proposed Water & Wastewater Lines for CDBG Project 2013
Weslaco, Hidalgo County, Texas

SERVICE	UNIT RATE		QUANTITY	TOTAL
Civil Earthwork:				
1. Moisture-Density Relationship (Proctor)	$223.25	each	3	$669.75
2. Atterberg Limits Determinations (P.I.) (ASTM/AASHTO)	$81.50	each	3	$244.50
3. Sieve Analysis -200	$55.00	each	2	$110.00
4. Sieve Analysis -200 Flexible Base Material	$55.00	each	1	$55.00
5. Technician Time Sampling	$47.75	hour	6	$286.50
6. Utility Backfill Field Density Test Water Line (Assume 1 Density / 200 ln.ft. Trench Final 2 Lifts)	$20.50	each	38	$779.00
7. Utility Backfill Field Density Test Wastewater (Assume 1 Density / 200 ln.ft. Trench 48" Backfill)	$20.50	each	108	$2,214.00
8. Technician Time - Density Testing - Utility Backfill	$47.75	hour	72	$3,438.00
9. Vehicle Travel Charge	$46.75	trip	38	$1,776.50
Subtotal				**$9,573.25**
Other:				
1. Project Administration(Markup of Invoiced Billing Cycle)	10%			$957.33
Subtotal				**$957.33**
			GRAND TOTAL	**$10,530.58**

Fees for Consulting & Coordination Services	Unit Fees
Principal Engineer	$ 190.00 to 320.00/hr
Managing Engineer	123.00 to 210.00/hr
Staff Engineer	97.00 to 170.00/hr
Laboratory Manager	77.00 to 150.00/hr
Construction Services Manager	77.00 to 150.00/hr
Outside Professional Services & Reimbursable	Cost +15%
Additional Insured	225.00/ea
Report Preparation and Administration	49.00 to 84.00/hr

PROJECT DATA SHEET

Project Name: _____

Client Project No: _____ **Purchase Order No.:** _____

Invoicing Information: Company Name: _____

Address: _____

_____

Attention: _____

Report Distribution Information (Please provide required report distribution and requested number of copies of each)

No. Copies ( ) _____

_____

_____

Contact: _____ e-mail: _____

Phone No.: _____ Fax No.: _____

No. Copies ( ) _____

_____

_____

Contact: _____ e-mail: _____

Phone No.: _____ Fax No.: _____

No. Copies ( ) _____

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Contact: _____ e-mail: _____

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Phone No.: _____ Fax No.: _____

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Contact: _____ e-mail: _____

Phone No.: _____ Fax No.: _____

Proposal No. PMD14-155-00
December 4, 2014

RABA KISTNER

STANDARD TERMS AND CONDITIONS

1. SERVICES. Raba Kistner, Inc., by and through one of its subsidiaries (Raba Kistner Consultants, Inc., Raba Kistner Environmental, Inc., Raba Kistner Facilities, Inc. or Raba Kistner Infrastructure, Inc.) (the relevant subsidiary, being engaged to provide the services to CLIENT in connection with the delivery of this instrument, is referred to as "RK" herein) is being engaged by the CLIENT to render professional services ("Services") involving only RK's advice, judgment and opinion. RK may subcontract all or a portion of the Services performed hereunder. RK shall apply professional judgment in determining the extent to which RK complies with any given standard identified in RK's instruments of professional services. CLIENT expressly acknowledges that RK makes no warranties or guarantees, expressed or implied, regarding the Services.

2. INFORMATION PROVIDED BY CLIENT. CLIENT may provide or direct RK to utilize or rely upon certain information ("CLIENT Information") in the performance of RK's services. RK shall be entitled to rely upon such CLIENT Information. RK will not conduct an independent evaluation of the accuracy or completeness of such CLIENT Information and shall not be responsible for any errors or omissions in such information. . RK's report, as well as any recommendations, findings, and conclusions made by RK, are dependent on information received from CLIENT. Changes or modifications to the information provided by CLIENT can affect RK's evaluation, recommendations, findings and conclusions, and CLIENT agrees—as a material term of this Agreement—to notify RK immediately, in writing, if CLIENT becomes aware of any such changes or modifications, including changes to the size, scope, location, or other material characteristics of CLIENT's project. The CLIENT shall be responsible for providing the location of all underground utilities and other structures in the vicinity of RK borings or excavations. RK will not accept responsibility and will not be liable for affecting or damaging any underground utility, underground storage tank, or other subsurface condition not previously identified and located, or improperly located, by the CLIENT, a utility, or a utility locating agency.

3. SITE ACCESS AND SITE SAFETY. CLIENT shall provide right-of-entry to the buildings and sites which are the subjects of RK's services. CLIENT represents that it possesses authority for such right-of-entry and that the building/site operator(s) possess the necessary permits and licenses for current activities at the site. RK shall be responsible for supervision and site safety measures of its own employees and subconsultants, but shall not be responsible for the supervision or health and safety precautions of any other parties, including CLIENT, CLIENT'S contractors, subcontractors, or other parties present at the site.

4. SUBSURFACE EXPLORATIONS. Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. CLIENT understands RK's layout of boring and test locations is approximate and that RK may deviate a reasonable distance from those locations. RK will take reasonable precautions to reduce damage to the site when performing services; however, CLIENT accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the scope of services.

5. CHANGED CONDITIONS. If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to RK are uncovered or revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, RK may call for renegotiation of appropriate portions of this Agreement. RK shall notify the CLIENT of the changed conditions necessitating renegotiation, and RK and the CLIENT shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If changes cannot be agreed to with respect to changed conditions, the parties shall utilize the Dispute Resolution/Litigation procedures in this Agreement.

6. TESTING AND OBSERVATIONS. CLIENT understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. RK will provide test results and opinions based on tests and field observations only for the work tested. CLIENT understands that testing and observation are not continuous or exhaustive, and are conducted to reduce – not eliminate – project risk. CLIENT agrees to the level or amount of testing performed and the associated risk. CLIENT is responsible (even if delegated to contractor) for notifying and scheduling RK so RK can perform these services. RK shall not be responsible for the quality and completeness of contractor's work or their adherence to the project documents, and RK's performance of testing and observation services shall not relieve contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. CLIENT acknowledges that RK will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.

7. ESTIMATE OF FEES FOR CONSTRUCTION AND MATERIALS TESTING SERVICES. If included as part of RK's proposal, RK will, to the best of its ability, perform the scope of services related to Construction and Materials Testing Services within the proposed fee estimate provided by RK. RK's proposal fees are based upon an estimate of the services required to meet the specifications for the project and following generally accepted engineering practices. The CLIENT recognizes that unforeseen circumstances along with changes in scope and project/contractor's schedules can influence the successful completion of the scope of services within the estimated proposed fees. Because the contractor has sole control over the project and determines the means and methods used to build/construct the project, RK's service fees are estimates and not lump sum or guaranteed maximum fees. The CLIENT is fully responsible for payment of all services provided, including retests of contractor's failed areas.

8. REPORTS. RK may provide CLIENT with written reports in connection with the Services performed. Such reports will present such findings and conclusions as RK may reasonably make with the information gathered while performing its services, and provided by CLIENT. The reports may be copied for inclusion in other documents related to the project provided it is reproduced in its entirety; however reports and other instruments of service are prepared for, and made available for, the sole use of the CLIENT, and the contents thereof may not be used or relied upon by others without the express written authorization of RK. Any unauthorized use or distribution shall be at the CLIENT's sole risk and without liability to RK..

9. TOXIC AND HAZARDOUS MATERIALS. CLIENT shall provide RK with all information within CLIENT'S possession or knowledge as to the potential or presence of toxic or hazardous materials or pollutants at the site. CLIENT agrees that RK neither created nor contributed to the creation or existence of any toxic or hazardous

materials or pollutants. In no event shall RK be required to sign a hazardous waste manifest or take ownership of any toxic or hazardous materials or pollutants. If unanticipated toxic or hazardous materials or pollutants are encountered while performing RK's services, RK reserves the right to stop field operations and notify the CLIENT and CLIENT assumes responsibility to notify appropriate regulatory agencies. RK and CLIENT must mutually agree to remobilize.

10. NO THIRD-PARTY BENEFICIARIES. The services and any report(s) prepared under this Agreement are for the sole benefit and sole use of CLIENT and are not for the use of any other party or person. Only CLIENT may rely upon the services and any report or work product. Nothing in this Agreement, or any subsequent amendments or modifications, or in any report issued under this Agreement, shall create a contractual relationship with or a cause of action in the favor of any third party against either RK or CLIENT. If CLIENT provides a copy of any report prepared by RK to others, it shall advise the recipient that the information contained in the report is provided for information only and is not to be relied upon by third parties.

11. LEED PROJECTS. Unless specifically addressed elsewhere in this agreement, RK has no responsibility or liability, including duty to defend or duty to indemnify, any party (including but not limited to CLIENT, owner, owner's agents, architects, engineers, contractors, construction managers, subcontractors) for the LEED certification process including: developing, producing, or retaining any documentation relating to the calculation of LEED points; and attainment of LEED certification points or LEED ratings.

12. STANDARD OF CARE. RK shall perform its professional services in accordance with the standard of care and diligence normally practiced by professional firms in performing services of a similar nature, in the same locality, under similar circumstances. CLIENT expressly acknowledges that RK makes no other warranties or guarantees, expressed or implied, regarding its professional services or its work product.

13. RISK ALLOCATION. RK will be responsible only for its own work, and that of its sub-consultants, and not for defects in the work designed or built by others.

14. LIMITATION OF LIABILITY. CLIENT AND RK HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING RK'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF RK (AND ITS RELATED ENTITIES, EMPLOYEES, OWNERS, AGENTS, AND REPRESENTATIVES) TO CLIENT (AND THIRD PARTIES GRANTED RELIANCE ON RK'S WORK PRODUCT, OR OTHERWISE SEEKING RECOVERY UNDER THIS AGREEMENT) IS LIMITED TO THE GREATER OF $100,000 OR THE FEE PAID RK UNDER THIS AGREEMENT, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF RK'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY,

15. CONSEQUENTIAL DAMAGES. Neither CLIENT nor RK will be liable to the other for any special, consequential, indirect, incidental or penal losses or damages of any kind, nor will CLIENT or RK be liable to the other for losses, damages, or claims, regardless of how defined, related to: lost profits; unavailability of property or facilities; shutdowns or service interruptions; loss of use, , revenue, opportunity, or inventory; use charges, carrying costs, cost of substitute facilities, goods, or services; cost of capital, or claims of any other party and/or its customers.

16. SUSPENSION OF SERVICES. If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, RK may suspend performance of services upon seven (7) calendar days' notice to the CLIENT. RK shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension. Upon payment in full by the CLIENT, RK may resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for RK to resume performance. Payment of invoices shall not be subject to any discounts or set-offs by the CLIENT unless agreed to in writing by RK. Payment to RK for services rendered and expenses incurred will be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

17. WAIVER OF SUBROGATION. To the extent damages are covered by property insurance, or any other available insurance coverage, CLIENT and RK waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages. CLIENT agrees that CLIENT shall procure, or cause to be procured builder's risk insurance or other property insurance for its project. RK and CLIENT waive all rights against each other and any of their consultants, contractors, subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, flood, or other causes of loss to the extent covered by CLIENT's or CLIENT's Contractor's builder's risk insurance, or other available insurance coverage. The policies shall provide waivers of subrogation by endorsement or otherwise. CLIENT shall require of its contractors, consultants, agents and employees similar waivers in favor of RK and its subconsultants. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

18. OWNERSHIP OF DOCUMENTS. R-K's reports, drawings, plans, specifications, and other documents and deliverables are instruments of professional service ("Instruments of Service") developed by RK in contemplation of a wide array of project-specific variables, including how the documents will be used and by whom. RK shall be the author, owner and custodian of the Instruments of Service, and shall retain all common law, statutory, and other reserved rights, including copyright. By execution of this Agreement, RK grants to CLIENT a limited, nonexclusive license to use the Instruments of Service for purposes of constructing, using, and maintaining the project for which the services are performed, provided CLIENT substantially performs its obligations, including prompt payment of all sums when due, under this agreement.

Upon completion of the services, and payment in full of all monies due RK, CLIENT may retain copies of all such documents. THE INSTRUMENTS OF SERVICE ARE NOT INTENDED NOR REPRESENTED TO BE SUITABLE FOR REUSE ON EXTENSIONS, MODIFICATIONS, OR ADAPTATIONS OF THE PROJECT, OR ANY OTHER PROJECT, ANY REUSE OF SUCH DOCUMENTS, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY RK FOR THE SPECIFIC PURPOSE INTENDED, WILL BE AT CLIENT'S SOLE RISK WITHOUT LIABILITY OR LEGAL EXPOSURE TO RK, AND CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY, DEFEND, AND HOLD HARMLESS RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND CONSULTANTS AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, DEFENSE COSTS, AND COURT COSTS) ARISING FROM OR ALLEGEDLY ARISING FROM OR IN ANY WAY CONNECTED WITH THE UNAUTHORIZED REUSE OR MODIFICATION OF THE DOCUMENTS BY CLIENT OR ANY PERSON OR ENTITY THAT ACQUIRES OR OBTAINS THE DOCUMENTS FROM OR THROUGH THE CLIENT WITHOUT THE WRITTEN AUTHORIZATION OF R-K REGARDLESS OF WHETHER SUCH CLAIMS, DEMANDS, OR ACTIONS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED NEGLIGENCE OF RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR CONSULTANTS.

Parties other than CLIENT and RK may apply to use an instrument, using a form prepared by RK for that purpose. Others' use of an instrument shall be permitted only when CLIENT and RK both so agree; either shall have the right to forbid use by others. In

addition, R-K shall make its permission contingent upon the satisfaction of certain conditions when, in RK's professional judgment, such a contingency is necessary.

19. **DISPUTE RESOLUTION/LITIGATION.** All claims, disputes, and other controversy between RK and CLIENT arising out of or in any way related to the services provided by RK shall be submitted to mediation, before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to these services and that dispute requires litigation as provided above, the CLIENT assents to personal jurisdiction in the State of Texas; the claim will be brought and tried in Bexar County, the county where RK's principal place of business is located, and CLIENT waives the right to remove or transfer the action to any other county or jurisdiction. The prevailing party will be entitled to recovery of all court costs, attorneys' fees, and other legally recoverable claim-related expenses. As a condition precedent to mediation of any claim arising out of the services provided under this Agreement, CLIENT shall obtain the written opinion from a registered, independent, and reputable professional engineer that RK has violated the standard of care applicable to RK's performance of services, in a form that meets the requirements of Texas Civil Practice & Remedies Code Chapter 150.

20. **TERMINATION OF CONTRACT.** CLIENT and RK may terminate services at any time upon ten (10) calendar days' written notice. In the event of termination, CLIENT agrees to fully compensate RK for services performed including reimbursable expenses through the termination date, as well as reasonable demobilization expenses. RK will terminate services without waiving any claims or incurring any liability.

21. **STATUTE OF LIMITATIONS.** Any applicable statute of limitations will commence to run and any cause of action shall be deemed to have accrued not later than the earlier of the following: (1) the date of the report issued by RK giving rise to the cause of action; (2) the date on which RK issues its last report under this Agreement; or (3) if RK is retained to perform construction observation, the date of substantial completion of the project.

22. **FORCE MAJEURE.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control ("Force Majeure") including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Force Majeure may not be claimed as a cause for delay in payment of money due and payable hereunder.

23. **NO ASSIGNMENT.** Neither RK nor CLIENT shall assign, sublet, or transfer its interest in this Agreement without the express written consent of the other.

24. **SEVERABILITY.** Each provision of this Agreement is intended to be severable. If any terms or provisions of this agreement shall be held to be invalid, illegal, or unenforceable for any reason whatsoever, the validity, legality, and enforceability of the remaining provisions hereof shall remain in full force and effect and shall not in any way be affected or impaired thereby. Moreover, to the maximum extent allowed by law, the Parties hereto stipulate that any offending provisions will be modified or altered, as necessary, so as to give such provision the maximum permissible effect and application intended.

25. **ENTIRE AGREEMENT.** This Agreement, and all of its attachments, constitutes the entire, integrated Agreement between the Parties to it, and this Agreement supersedes all other Agreements, oral or written between the Parties, concerning the subject set forth in this Agreement. This Agreement may not be amended except in writing, with that amendment being signed by both Parties.

Proposal No. PMD14-155-00
December 4, 2014

Attachment II

RABA KISTNER

SCHEDULE OF FEES FOR PROFESSIONAL SERVICES

PERSONNEL:

Principal	$135 to $250/hour
Professional	$70 to $200/hour
Auto Cad Operator	$65 to $110/hour
Technical/Clerical/Administrative	$40 to $80/hour

The specific hourly rate within each classification listed above depends on the experience, special training, and qualifications of the personnel needed for the project. For projects requiring work at any hazardous waste site, there will be a $10 per hour surcharge added to the normal billing rate for all personnel. Consultants to Raba Kistner (RK) will be charged according to their professional classification.

EXPENSES: Use of company automobiles will be charged at $1.00 per mile. Automobiles and light trucks assigned to field sites will be charged at $70.00 per day, plus $1.00 per mile over 50 miles per day. Copies will be charged at $0.25 per page.

Other project specific charges for use of RK equipment or for RK testing will be in accordance with established fee schedules. All other project specific, third-party costs will be charged at cost plus 15 percent.

Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1-1/2 percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be PAYMENT added to the appropriate service rate charged. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

Preparation of non-standard invoice will be charged on a time and materials basis in accordance with the rates in this fee schedule.

CONDITIONS: Services will be performed in accordance with our Standard Terms and Conditions.

The proposal to which this schedule is an attachment is valid for 90 days from the date of the proposal.

EXHIBIT B

Engineering Cost Proposal and Fee Breakdown

Basic Engineering		$35,000.00
Inspection		$8,700.00
Construction Phase Engineering		$6.850.00
Survey Topography		$8,700.00
Geotech		$6,200.00
Material Testing		$10,530.58
	Total	**$75,980.58**

*Construction Material Testing, Geotechnical Engineering to be provided by others

	HOURLY FEES
PRINCIPAL	$200.00/HOUR
PROJECT ENGINEER	$175.00/HOUR
PROJECT MANAGER	$130.00/HOUR
DESIGNER/TECHNICIAN	$ 85.00/HOUR
ADMINISTRATIVE	$ 65.00/HOUR
INSPECTOR/PROJECT REPRESENTATIVE	$ 75.00/HOUR

*Reimbursables, Materials, and Travel are incorporated into hourly fees for individuals and will not be requested for this project.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/10/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Robert Shimanek, III	
Fidelity Benefits & Insurance Services, LLLP 9385 Miller Lane San Antonio, TX 78266	PHONE (A/C, No, Ext): 512-507-0776	FAX (A/C, No): 866-475-1803
	E-MAIL ADDRESS: robert@fidelityoftexas.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Travelers Lloyds Insurance Company	
INSURER B : The Travelers Indemnity Company	
INSURER C : The Travelers Indemnity Company	
INSURER D : The Phoenix Insurance Company	
INSURER E : Tudor Insurance Company	
INSURER F :	

INSURED: LeFevre Engineering & Management Consulting, LLC; 612 Nolana Suite 520; McAllen, Tx 78504

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X		5970X620	03/21/2014	03/21/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	X		5971X192	03/21/2014	03/21/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
C	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $ 10,000			3E778571	03/21/2014	03/21/2015	EACH OCCURRENCE AGGREGATE $	$ 1,000,000 $ 1,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [X] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			3676T38	03/21/2014	03/21/2015	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Professional Liability			AEL1004469	08/19/2014	08/19/2015	Each Claim Policy Aggregate	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

2013 Chevrolet Silverado VIN 1GCNCPEXXDZ228181

CERTIFICATE HOLDER

Hidalgo County
2812 S. Business Highway 281
Edinburg, Texas 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AI -47599 **Urban County** **17. B.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted For: Brandy R. Salinas **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program is requesting approval of **Amendment No. 3** to the existing material & Geotechnical testing services contract with Raba Kistner Consultants. The amendment will provide for additional soil samples within the areas where sloughing conditions have been observed. Raba Kistner Consultants will conduct laboratory double hydrometers and dispersivity tests in general accordance with applicable American Society for Testing and Material (ASTM) standards. Funds from the General Land Office (GLO) Contract No. 12-406-000-6453/DRS210068, Pct. 2 South Fork Drain Project will be utilized. The amendment will **increase** the professional service contract amount from $63,476.98 to $66,759.98 for a total **increase** of **$3,283.00**

BACKGROUND

Amendment No. 3 to the professional service agreement for Raba Kistner Consultants will reflect the lump sum cost associated with collecting the additional soil samples, conducting the additional laboratory testing and the engineering time to analyze and to generate a letter to supplement our original Geotechnical Engineering Report (RKCI Project No. AMA14-045-00, dated August 11, 2014.

Contract: $ 63,476.98
Additional Amended Contract: $ 3,283.00
New Contract Amount: **$66,759.98**

Account No. 6540-61-0309-5100-6100
Amount Available: $29,622.02

Fiscal Impact

Attachments

Insurance Raba Kistner 2015
Exhibit B-1
Exhibit A-1 Raba Kistner
Raba Kistner Contract Agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/26/2014 03:46 PM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Olga Lerma		Started On: 11/26/2014 03:01 PM
Final Approval Date: 12/12/2014		

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/26/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER
Catto & Catto LLP
217 East Houston Street Suite 100
San Antonio TX 78205-2694

CONTACT NAME: Janet Hajek
PHONE (A/C, No, Ext): 210-222-2161 **FAX (A/C, No):**
E-MAIL ADDRESS: jhajek@catto.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Underwriters Ins. Co.	30104
INSURER B: Hartford Ins Co of the Midwest	37478
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Raba Kistner Inc.
P.O. Box 690287
San Antonio TX 78269-0287

COVERAGES **CERTIFICATE NUMBER:** 809832960 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	Y	Y	65UUNZR1762	10/1/2014	10/1/2015	EACH OCCURRENCE	$1000000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1000000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1000000
							GENERAL AGGREGATE	$2000000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2000000
	POLICY PRO-JECT LOC						Deductible	$0
B	AUTOMOBILE LIABILITY	Y	Y	65UENZR2052	10/1/2014	10/1/2015	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		Y	65WEAL1929	10/1/2014	10/1/2015	X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$1000000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1000000
B	Auto Physical Damage			65UENZR2052	10/1/2014	10/1/2015	Comp. Deductible Coll. Deductible	1000 1000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

Named Insureds: Raba Kistner, Inc dba Raba Kistner Consultants, Inc., Raba Kistner Environmental, Inc, Raba Kistner Facilities, Inc., Raba Kistner Infrastructure and Raba Ingenieros S. de R.L. de C.V.
Project: GLO Project Southfork Drainage Lateral Improvements 2013

CERTIFICATE HOLDER

Hidalgo County Precinct No. 2
300 West Hall Acres, Ste. G
Pharr TX 78577

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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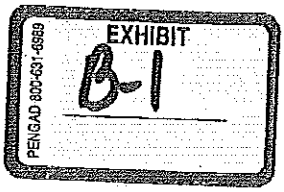

GEOTECHNICAL ENGINEERING STUDY
ESTIMATE WORKSHEET FOR: Southfork Drainage Lateral Improvement - Pharr, Texas
Date: Friday, November 14, 2014

TO: Hidalgo County Urban County Program
427 E. Duranta Avenue, Suite 107
Alamo, Texas 78516

PROPOSAL NO.: PMA14-051-00b

ATTN: Ms. Diana R. Sema, Director

	Number	Depth	Soil	Rock	Soil
				0	0
				0	0
				0	0
				0	0
				0	0
				0	0
Totals				0	0

FIELD OPERATIONS	QUANTITY	UNIT PRICE	TOTAL
Trip Charge	1 ea.	$46.00	$46.00
Technician Time Sampling	3 hrs.	$45.00	$135.00
		Field Operations Subtotal:	$181.00

LABORATORY TESTS	QUANTITY	UNIT PRICE	TOTAL
Hydrometer Analysis	6 ea.	$273.50	$1,641.00
		Laboratory Testing Subtotal:	$1,641.00

ENGINEERING AND REPORT	QUANTITY	UNIT PRICE	TOTAL
Geotechnical Engineer (PE)	3 hrs.	$161.00	$483.00
Jr. Geotechnical Engineer (EIT)	8 hrs.	$110.00	$880.00
Secretary/Word Processor (NS)	2 hrs.	$49.00	$98.00
		Engineering and Report Writing Subtotal:	$1,461.00

TOTAL: $3,283.00

EXHIBIT
A-1
PENGAD 800-631-6989

RABA KISTNER
CONSULTANTS

Raba Kistner
Consultants, Inc.
800 E. Hackberry
McAllen, TX 78501
www.rkci.com

P 956 :: 682 :: 5332
F 956 :: 682 :: 5487
TBPE Firm F-3257

Proposal No. PMA14-051-00b
November 14, 2014

AMENDED AGREEMENT FORM – II

AS AN ADDITION TO THE FOLLOWING AGREEMENTS:

Project Name: Geotechnical Engineering Study
Proposed Southfork Drainage Lateral Improvements Project
Between South "I" Road and Anaya Road
Pharr, Hidalgo County, Texas

First Amendment to Contract Agreement for Material Testing Services by and between Hidalgo Urban County Program (CLIENT) and RABA KISTNER Consultants, Inc. (RKCI), dated July 8, 2014, referring to RKCI Proposal No. PMA14-051-00, dated June 2, 2014.

Second Amendment to Contract Agreement for Material Testing Services by and between CLIENT and RKCI, dated September 9, 2014, referring to RKCI Proposal No. PMA14-051-00a, dated August 12, 2014.

WE HEREBY AUTHORIZE RKCI TO PERFORM THE FOLLOWING ADDITIONAL SERVICE(S):

On the basis of the written request received by our office via electronic-mail transmittal from Mr. Ramiro Gutierrez, P.E., RPLS, President, with R. Gutierrez Engineering Corporation, the project's consulting engineering firm, on Wednesday, November 5, 2014, we have been asked to provide our recommendations of utilizing Stone Riprap with geotextile alternative, in lieu of cement-stabilization of the on-site soils, in order to stabilize the ditch banks.

In order to review and provide our recommendations on this alternative, we propose to collect additional soil samples within the areas where sloughing conditions have been observed, in order to conduct laboratory double hydrometers and dispersivity tests in general accordance with applicable American Society for Testing and Materials (ASTM) standards. This amended agreement form reflects the lump sum cost associated with collecting the additional soil samples, conducting the additional laboratory testing, and the engineering time to analyze and to generate a letter to supplement our original Geotechnical Engineering Report (RKCI Project No. AMA14-045-00, dated August 11, 2014).

ADDITIONAL LUMP SUM COST FOR THE ABOVE-DESCRIBED SERVICES:	$ 3,283.00
CONTRACT AMENDMENT NO. 1 LUMP-SUM COST:	$ 2,885.50
ORIGINAL LUMP SUM COST:	$ 11,757.25
TOTAL LUMP SUM COST:	$ 17,925.25

Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037. All parties hereby agree that this contract upon acceptance will be performable in Bexar County, Texas. Our services will be performed in accordance with this letter agreement and the previously executed agreements referenced above.

Please sign, date, and return one signed original of this document to provide written confirmation of your authorization for our firm to commence work on the specific services outlined herein.

SIGNATURE:	X	DATE:	
PRINTED NAME:	Ms. Diana R. Serna, UCP Director		
COMPANY NAME:	County of Hidalgo-Urban County Program		
COMPANY ADDRESS:	427 East Duran, Suite 107		
CITY, STATE, ZIP:	Alamo, Texas 78516		
PHONE NUMBER:	(956) 787-8127	FAX NUMBER:	Not Provided
E-MAIL:	diana.serna@ucp.co.hidalgo.tx.us		

RABA KISTNER CONSULTANTS, INC.

Saul Cruz
Graduate Engineer

Katrin M. Leonard, P.E.
Associate

SC/KML

Copies Submitted: Above (2)

Attachment I

STATE OF TEXAS §

COUNTY OF HIDALGO §

THIRD AMENDEDMENT TO CONTRACT AGREEMENT FOR MATERIAL TESTING SERVICES BEWTEEN COUNTY OF HIDALGO – URBAN COUNTY PROGRAM AND RABA KISTNER CONSULTANTS, INC.

This **THIRD AMENDMENT TO CONTRACT AGREEMENT FOR MATERIAL TESTING SERVICES** by and between County of Hidalgo Urban County Program ("Client") and **Raba Kistner Consultant, Inc.,** ("Consultant"),is effective the _____ day of _____, 2014, as follows:

WHEREAS, on March 11, 2014, Client entered into a Professional Engineering Agreement (the "Agreement") with Consultant in which the Consultant would provide "material testing services" for the project known as "South Fork Drain Project Pharr, Texas" (the "Project") as described in the Agreement;

WHEREAS, on July 8, 2014, Client entered into a First Amendment to the Agreement to amend Attachment A and B to the Agreement to increase the testing services for a lump sum amount of Eleven Thousand Seven Hundred Fifty Seven and 25/100th Dollars ($11,757.25).

WHEREAS, on September 9, 2014 client entered into a Second Amendment to the Agreement to amend Attachments A and B to the Agreement to increase the testing services for a lump sum amount of the Agreement by Two-Thousand Eight Hundred Eighty Five and 50/100ths Dollars ($2,885.50).

WHEREAS, numbered paragraph 7 of Exhibit A to the Agreement provides "our opinion of probable cost for each proposal to be submitted is based upon an estimate of the construction materials observation and testing services required to meet the project requirements";

WHEREAS, R. Gutierrez Engineering Corporation, the engineer for the Project, has requested Consultant to determine additional geo-technical testing services.

WHEREAS, the parties desire to amend the Agreement as hereinafter provided.

NOW THEREFORE, for and in consideration of this amendment, Client and Consultant hereby agree to the following amendments to the Agreement:

1. Attachment A to the Agreement is amended by the addition of Exhibit A-1 attached hereto;

2. Attachment B to the Agreement shall be amended by the addition of Exhibit B-1 the lump sum fee by the amount of Three Thousand Two Hundred Eighty Three and 00/100ths Dollars ($3,283.00); and

3. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect. Consultant and Client 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.

COUNTY OF HIDALGO URBAN COUNTY PROGRAM

By: _____
Diana R. Serna, UCP Director

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

RABA KISTNER CONSULTANTS, INC.

By: _____

Printed Name: _____

Title: _____

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain, Attorney

AI -47801 **Urban County** **17. C.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Requesting authority to correct the name of the professional engineering service firm awarded an engineering service contract for the City of Elsa (AI-46872) on 10/28/2014 from International Consulting Engineers to Jimenez Engineering Solutions, LLC d/b/a International Consulting Engineers, Inc.

BACKGROUND

See attached approved AI-46872.

Fiscal Impact

Attachments

City of Elsa authority to correct the Name

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/12/2014 08:13 AM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Olga Lerma		Started On: 12/11/2014 04:51 PM
Final Approval Date: 12/12/2014		

URBAN COUNTY PROGRAM

Hidalgo County Commissioners' Court Agenda Request Form

No. 46872

Name: Monica L.

Date: October 3, 2014
Deadline for Action: October 14, 2014
Department: *Urban County Program*

Meeting Date Request: October 28, 2014
Contact Person: **Diana R. Serna**
Phone: (956) 787-8127 Fax: (956) 318-2988

Diana R. Serna, UCP Director

Caption:

The Urban County Program on behalf of the City of Elsa is requesting approval and award of best and final negotiated contract with International Consulting Engineers in the amount of $16,919.00 utilizing CDBG FY 26 (2013) Park, Recreational Facility funds.

Background:

International Consulting Engineers submitted a best and final offer for professional engineering services which includes design topography, surveying and plans/specifications for a Park, Recreational Facility project within the City of Elsa. International Consulting Engineers was the highest ranked firm by County Commissioner's Court. See attached professional service agreement, best and final offer letter, scope of services and certificate of insurance.

Contract Amount: **$ 16,919.00**
Funds Available: $193,649.20 YR 26 (2013) Park, Recreational Facility

Engineering cost proposal fee break down:	*Fees*
Task 1 – Preliminary Engineering	$ 1,155.00
Task 2 - Surveying	$ 3,080.00
Task 3 – Construction Drawings & Specifications	$10,285.00
Task 4 – Construction Phase Services	$ 862.00
Task 5 – Special Service	$ 1,537.00
Total:	**$16,919.00**

Deputy Director
Finance

Please initial for approval:

Legal Counsel_____ Budget_____ Human Resources_____

Dept./Fund No:_____ Amt. Expended: $_____ Funds/Staffing Budgeted: Yes____No____

Account code:_____Impact on Future budget: Yes_____No___

APPROVED Co. Comm. Ct.
DATE 10-28-14

Comments:

Action taken by Commissioner's Court:

Approved_____ Tabled_____ Denied_____ Motion made by_____ Seconded_____ Vote_____

AI-46872 Urban County 16. B.

CC - REGULAR

Meeting Date: 10/28/2014

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program on behalf of the City of Elsa is requesting approval and award of best and final negotiated contract with International Consulting Engineers in the amount of $16,919.00 utilizing CDBG FY 26 (2013) Park, Recreational Facility funds.

BACKGROUND

International Consulting Engineers submitted a best and final offer for professional engineering services which includes design topography, surveying and plans/specifications for a Park, Recreational Facility project within the City of Elsa. International Consulting Engineers was the highest ranked firm by County Commissioner's Court. See attached professional service agreement, best and final offer letter, scope of services and certificate of insurance.

Contract Amount: **$ 16,919.00**
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Engineering cost proposal fee break down:	Fees
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Task 3- Construction Drawings & Specifications	$10,285.00
Task 4- Construction Phase Services	$ 862.00
Task 5- Special Service	$ 1,537.00
Total:	**$16,919.00**

Attachments

Agreement Jimenez Engineering

backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/09/2014 10:41 AM
Purchasing Department	Monica Badillo	10/24/2014 06:25 PM
Budget & Management	Veronica Ortiz	10/09/2014 10:41 AM
Auditor's Office		10/24/2014 06:25 PM
Form Started By: Olga Lerma		Started On: 10/08/2014 09:50 AM
Final Approval Date: 10/24/2014		

AI -47796 **Urban County** **17. D.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Requesting approval of a budget and program amendment for the **City of Alamo** Urban County Program **FY's 24 & 25 (2011 & 2012) work plans.** The amendment will add funding ($41,795.76) for the new water distribution system.

BACKGROUND

A Public Hearing was held on December 2, 2014 at 7:00 P.M. and citizen participation requirements have been met. The City of Alamo approved a budget and program amendment for FY's 24 & 25 (2011 & 2012):

FY 24 (2011)

The proposed amendment will **decrease** the street improvements funds by $8,938.01 and **increase** the water/sewer improvements funds by $8,938.01. The amendment will also **add** the following scope of work: the purchase and installation of a new water distribution system to include but not limited to water lines, valves, fire hydrants, casing/bore, engineering fees, geotechnical and material testing fees, advertisements and all related appurtenances as they pertain to project completion. The new water lines, valves and fire hydrants will be installed along the south side of SH 495 from Alamo Road to Cesar Chavez Road and along the east side of Cesar Chavez road from SH 495 to approximately 600 feet north of US Expressway 83. This project was environmentally cleared in FY 25 (2013).

FY 25 (2012)

The proposed amendment will **decrease** the street improvements funds by $32,857.75 and **increase** the water/sewer improvements funds by $38,857.75. The amendment will also **add** the following scope of work: the purchase and installation of a new water distribution system to include but not limited to water lines, valves, fire hydrants, casing/bore, engineering fees, geotechnical and material testing fees, advertisements and all related appurtenances as they pertain to project completion. The new water lines, valves and fire hydrants will be installed along the south side

of SH 495 from Alamo Road to Cesar Chavez Road and along the east side of Cesar Chavez road from SH 495 to approximately 600 feet north of US Expressway 83. This project was environmentally cleared in FY 25 (2013).

Fiscal Impact

Attachments

City of Alamo FYs 24 & 25 (2011 & 2012) Work plans

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/11/2014 03:47 PM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Olga Lerma		Started On: 12/11/2014 03:28 PM
Final Approval Date: 12/12/2014		

Diana Martinez
Mayor

Pilar Garza
Mayor Pro-Tem

Amelia V. Gallegos
Commissioner

Trino Medina
Commissioner

Robert De La Garza
Commissioner

Luciano Ozuna, Jr.
City Manager

ALAMO
REFUGE TO THE VALLEY

December 3, 2014

Monica Leal, UCP Coordinator
Urban County Program
427 E. Duranta Avenue Suite 107
Alamo, Texas 78516

Dear Ms. Leal:

The Board of Commissioner of the City of Alamo convened in regular session on December 2, 2014 to hold a public hearing to amend the UCP 2011 budget year in the amount of $ 8,938.01 and UCP 2012 budget year in the amount of $ 32,857.75 UCP Budget. The item was presented and the Mayor asked for any comments from the public. There were none. After the public hearing was held a regular agenda item was considered to approve the amendment. The Commission approve to transfer the funds remaining on both years, originally designated for street improvements, to the water and sewer line item.

Enclosed please find the advertising notice of the public hearing and the sign-in sheet.

Please call me if you have any questions.

Sincerely,

Luciano Ozuna, Jr
City Manager

Publisher's Return

The State of Texas
County of Hidalgo

Before me, the undersigned authority, on this day personally appeared Gregg Wendorf, Publisher, to me well known who by me duly sworn, upon his oath deposes and states that he is a True Officer of the Advance Publishing Company, publisher of the Advance News Journal; the same is a newspaper of general circulation in our city that has been continuously and regularly published in the city of Pharr, County of Hidalgo, State of Texas, prior to the date of this affidavit; that the newspaper clipping attached hereto and made a part hereof represents and is a complete and true and correct copy of a

LEGAL NOTICE — **City of Alamo - Urban County Program**

Public Hearing Notice - December 2, 2014

Budget and Program Amendment - English/Spanish

and the same was published and appeared in all copies of said newspaper on the following dates of publications and issues, to with **October 29, 2014** and that the amount legally due said newspaper for making aforesaid publication is the sum of **$429.00**.

Gregg Wendorf

Sworn to and subscribed before me this **29th** day of **October** 2014.

Ruben Acosta
Notary Public
In and For Hidalgo County, Texas

Ruben Acosta
Notary Public
State of Texas
My Comm. Exp. 09-25-2017

PUBLIC HEARING NOTICE
CITY OF ALAMO
URBAN COUNTY PROGRAM

Publication Date: October 29, 2014

BUDGET AND PROGRAM AMENDMENT

In compliance with Community Development Block Grant (CDBG) requirements, the City of Alamo will conduct a Public Hearing to solicit input from interested parties on the City's proposed Budget and Program Amendment to its Urban County Program funding Years 24 & 25 (2011 & 2012) utilizing its original work plan.

.e Public Hearing will be held on Tuesday, December 2, 2014 at 7:00 p.m. at the Alamo City Hall located at 420 N. Tower Road, Alamo, TX 78516.

The following is the proposed Budget and Program Amendment for your consideration:

Existing Budget	Urban County Year 24 (2011)	Proposed Budget
$46,046.25	Street Improvements (-$8,938.01)	$37,108.24
$67,601.00	Water/Sewer Improvements(+$8,938.01)	$76,539.01
$113,647.25	TOTAL	$113,647.25

The proposed amendment will **decrease** the street improvements funds by $8,938.01 and **increase** the water/sewer improvements funds by $8,938.01. The amendment will also **add** the following scope of work: the purchase and installation of a new water distribution system to include but not limited to water lines, valves, fire hydrants, casing/bore, engineering fees, geotechnical and material testing fees, advertisements and all related appurtenances as they tain to project completion. The new water distribution will be along the south side of SH 495 from Alamo Road to Cesar Chavez Road and along the t side of Cesar Chavez road from SH 495 to approximately 600 feet north of US Expressway 83. This project was previously environmentally cleared in FY 25 (2013).

Existing Budget	Urban County Year 25 (2012)	Proposed Budget
44,950.00	Street Improvements (-32,857.75)	$ 12,092.25
67,626.00	Water/Sewer Improvements (+32,857.75)	$100,483.75
112,576.00	TOTAL	$112,576.00

The proposed amendment will **decrease** the street improvements funds by 32,857.75 and **increase** the water/sewer improvements funds by $32,857.75. The amendment will also **add** the following scope of work: The amendment will also **add** the following scope of work: the purchase and installation of a new water distribution system to include but not limited to water lines, valves, fire hydrants, casing/bore, engineering fees, geotechnical and material testing fees, advertisements and all related appurtenances as they pertain to project completion. The new water distribution will be along the south side of SH 495 from Alamo Road to Cesar Chavez Road and along the east side of Cesar Chavez road from SH 495 to approximately 600 feet north of US Expressway 83. This project was previously environmentally cleared in FY 25 (2013).

Accommodations for individuals with handicaps shall be provided upon request.

For more information, please come by the office or call (956) 787-0006. Written comments may be forwarded to:

Mayor Diana Martinez
City of Alamo
420 N. Tower Road, Alamo, Texas 78516

AVISO DE AUDIENCIA PÚBLICA
CIUDAD DE ALAMO
PROGRAMA URBANO DEL CONDADO DE HIDALGO

Fecha de publicación: 29 de octubre 2014

PRESUPUESTO Y ENMIENDA DEL PROGRAMA

En conformidad con los requisitos del Programa de Desarrollo Comunitario Concesión de Bloque (CDBG), la Ciudad de
Alamo llevará a cabo una audiencia pública para solicitar la opinión de aquellos interesados en la propuesta y enmienda de la ciudad del programa Urbano del Condado de Hidalgo de los años de financiamiento 24 & 25 (2011 & 2012).

La audiencia pública se llevará a cabo el Martes, 2 diciembre 2014 a las 7:00 P.M. en la siguiente ubicación: Municipalidad de Alamo, 420 N. Tower Rd., Alamo, TX 78516.

La siguiente es la Enmienda propuesta de presupuesto y Programa para su consideración:

Presupuesto Existente	Condado Urbano Año 24 (2011)	Propuesta de Presupuesto
$ 46,046.25	Mejoras de calles (-$8,938.01)	$ 37,108.24
$ 67,601.00	Mejoras de Agua / Alcantarilla (+$8,938.01)	$ 76,539.01
$113,647.25	TOTAL	$113,647.25

La enmienda propuesta disminuirá los fondos de mejoras de calles por $ 8,938.01 y aumentar los fondos de mejoras de agua / alcantarillado por $ 8,938.01. La enmienda agregará el siguiente alcance de trabajo: la compra y instalación de un nuevo sistema de distribución de agua para incluir, pero no limitado a las líneas de agua, válvulas, bocas de incendios, caja / taladrar, los gastos de servicios profesionales de ingeniería, cobro de prueba de material de construcción, anuncios y todos los accesorios relacionados que puede pertenecer a la terminación del proyecto. La nueva distribución del agua será a lo largo del lado sur de la Calle SH 495 y de la Calle Alamo hasta la Calle César Chávez y a lo largo del lado este de la Calle de César Chávez de la Calle SH 495 aproximadamente 600 pies al norte de US autopista 83. Este proyecto fue anteriormente despejado ambientalmente en el año fiscal 25 (2013).

Presupuesto Existente	Condado Urbano Año 25 (2012)	Propuesta de Presupuesto
$44,950.00	Mejoras de calles (-32,857.75)	$ 12,092.25
$ 67,626.00	Mejoras de Agua / Alcantarilla (+32,857.75)	$100,483.75
$112,576.00	TOTAL	$112,576.00

La enmienda propuesta disminuirá los fondos de mejoras de calles por $32,857.75 y aumentar los fondos de mejoras de agua / alcantarillado por $32,857.75. La enmienda agregará el siguiente alcance de trabajo: la compra y instalación de un nuevo sistema de distribución de agua para incluir, pero no limitado a las líneas de agua, válvulas, bocas de incendios, caja / taladrar, los gastos de servicios profesionales de ingeniería, cobro de prueba de material de construcción, anuncios y todos los accesorios relacionados que puede pertenecer a la terminación del proyecto. La nueva distribución del agua será a lo largo del lado sur de la Calle SH 495 y de la Calle Alamo hasta la Calle César Chávez y a lo largo del lado este de la Calle de César Chávez de la Calle SH 495 aproximadamente 600 pies al norte de US autopista 83. Este proyecto fue anteriormente despejado ambientalmente en el año fiscal 25 (2013).

Alojamiento para las personas con discapacidad se puede proporcionar a petición.

Para obtener más información, por favor venga a la oficina o llame al (956) 787-0006. Los comentarios escritos pueden enviarse a:

El Alcalde Diana Martinez
de la Ciudad de Alamo
420 N. Tower Rd., Alamo, TX 78516

PUBLIC HEARING
URBAN COUNTY BUDGET AMENDMENT
DECEMBER 2, 2014

	NAME (Please Print)	ADDRESS
1	DEANNE COLVIN	ALAMO ROSE RV & MOBILE
2	DENNIS HOMES	"
3	Jose R. Castillejo	814 N. 12th ST.
4		741 Main St
5		1026 La Costa
6		544 Acacia Ave.
7	Trino Medina	809 E. Ridge Rd
8		
9		City Manager
10	Myrna Dunn	Grant Writer
11		IT Dept
12		Planning Director
13		
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AI -47798 **Urban County** **17. E.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program is requesting a **waiver** to the CDBG Policy regarding the forfeiture of funds for program year 2014-2015 and requests that the Court allow the forfeited funds to remain in each City's workplan rather than reprogramming the funds to the Precinct in which the City is located as outlined in the CDBG policy.

BACKGROUND

The waiver is necessary to ensure the successful completion of ongoing projects. There is a total of four cities that did not meet the deadline for submittal of Audits (June 30, 2014) and have requested consideration from their respective Precincts to continue with the approved work plans for FY 27 (2014).

Fiscal Impact

Attachments

Audit Requirements 2014

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/11/2014 04:23 PM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Olga Lerma		Started On: 12/11/2014 04:10 PM
Final Approval Date: 12/12/2014		

AI -47661 **Head Start** **18. A.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Presentation for Discussion, Consideration and Approval of a Two Year Interlocal Agreement for the Lease of Premises between the McAllen Independent School District and Hidalgo County Head Start Program

BACKGROUND

Policy Council Approval: 12.17.14

Fiscal Impact

Attachments

McAllen ISD Interlocal Agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/08/2014 11:28 AM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Linda Galaviz		Started On: 12/04/2014 01:42 PM
Final Approval Date: 12/12/2014		

Hidalgo County Head Start Program
Policy Council Regular Agenda

DATE: December 17, 2014

SUBJECT: Presentation for Discussion, Consideration and Approval of a Two (2) Year Interlocal Agreement for the Lease of Premises between the McAllen Independent School District and Hidalgo County Head Start Program

RATIONALE/NEED: There is a need for approval of an Interlocal Agreement with McAllen Independent School District for use of facilities for a Head Start Center to continue serving the children in the area.

RECOMMENDATION: Administration recommends approval.

COST: Head Start (HHS-ACF) funds are available
Rent: 19-20-58152-10000-505

RELATED INFORMATION INCLUDED: Interlocal Agreement

* * * *

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL AGREEMENT BETWEEN THE MCALLEN INDEPENDENT SCHOOL DISTRICT AND HIDALGO COUNTY

This Lease is made and entered into by and between the **McAllen Independent School District** herein referred to as the "LESSOR" and **Hidalgo County through the Head Start Program**, herein referred to as the "LESSEE" in the Lease.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, LESSOR demises and leases to LESSEE, and LESSEE leases from LESSOR, that certain described real property on which Head Start Building lies on and is situated at **2100 Fir Street, McAllen, Texas** more particularly described on Exhibit "A", attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" known by lessee as "McAllen II Head Start Center" or "the Leased Premises."

ARTICLE 1. TERMS AND RENT

1.01 The Leased Premises and/or land shall be used for the purpose of HEAD START CLASSROOMS AND FOR HEADSTART PARENTS' MEETING subject to the special terms (if any) which may be listed below. The Leased Premises are deemed for the purposes of this Agreement to constitute all 100% percent of such building in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease shall be for twenty four (24) months commencing on **January 1, 2015** ("commencement date") and ending on **December 31, 2016** ("termination date") unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.03, hereof.

Renewal or Termination

1.03 Provided LESSEE has not defaulted in any of the terms conditions or provisions thereof, LESSEE shall be given the right of renewal and extending the term of the lease hereof, commencing on the first day of **January 2017**, for a term or other terms as may be subsequently agreed to upon both parties.

Each party shall give the other party notice of termination of the Lease, in writing, at least sixty (60) days prior to the termination of this Agreement or any subsequent agreement, unless otherwise agreed by the parties. Either LESSEE or LESSOR shall have the right to terminate the Lease Agreement with or without cause with sixty (60) days written notice to the other.

1.04 LESSEE shall comply with the Texas Department of Human Services inspection in regards to the number of children that can safely occupy the building at any one time.

Base Rent

1.05 LESSEE agrees to pay LESSOR the rent amount of One Thousand and no 100ths dollars ($1,000.00) per month payable on the last day of each month. Payment shall be mailed to the McAllen I.S.D. 2000 N. 23rd Street, McAllen, Texas 78501, shown on Article VII, 7.01.

1.06 LESSOR covenants and agrees that LESSEE on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on LESSEE'S part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or disruption by LESSOR or any person claiming under LESSOR except such portion of the Leased Premises, if any as shall be taken under the power of eminent domain.

LESSEE shall accept possession of Leased Premises and equipment (if any) in their present condition and location.

ARTICLE 2. TAXES

Taxes

2.01 LESSOR shall pay all real property taxes assessments until this lease either expires or terminates as provided herein

2.02 LESSOR shall pay all personal property taxes and assessments on such Leased Premises as presently owned by LESSOR.

ARTICLE 3. MAINTENANCE ON PREMISES

3.01 LESSEE agrees to maintain the Leased Premises in condition suitable for use for which this lease is intended.

3.02 LESSOR will keep all and singular the Leased Premises, including all of LESSOR'S fixtures, appurtenances, equipment and machinery in such repair as the same at the commencement of the term. All repairs shall be at LESSEE'S expense and shall remain the property of the LESSOR at the termination of the lease. Reasonable use and wearing of said fixtures,

appurtenances, equipment and machinery, damage thereto by accidental fire, accident, or natural disaster, shall be exempt from the provision.

3.03 LESSEE shall provide housekeeping services for said premises, limited to sweeping, mopping and emptying trash cans, at most, every two (2) working days, and waxing floors not more often than every two (2) weeks.

3.04 In the event that the Leased Premises are destroyed by flood or other casualty, the parties agree that this lease will be terminated and shall not be in force and effect during that period of time while the Leased Premises cannot be used for the purposes intended by Agreement.

3.05 It is agreed that all permanents improvements made to or furnished by the LESSEE on the Leased Premises shall be deemed to be and shall become part of the realty and shall belonged to LESSOR upon expiration of the Lease or any extension hereof; provided, however that all window air condition units, carpeting and lighting fixtures shall be deemed chattels temporarily attached to realty and shall remain the personal property of LESSEE and may be removed upon termination of the Lease or any extension hereof; provided, further, that all removal of such chattels will not damage the permanent improvement and if removed, shall be deemed the property of LESSEE and may be removed upon termination of the Lease.

3.06 LESSEE may make minor alterations such as painting the interior or exterior of said building, but if major alterations which might adversely affect the exterior or interior of said building are desired by the LESSEE, such alteration shall not be made, nor signs erected without the written consent of LESSOR.

3.07 LESSEE shall maintain the building roof, air conditioner, heating system, fire alarm, fire extinguishers, and security alarm during the lease of the building and will provide all major repairs at its own expense.

ARTICLE 4. UTILITIES

Utility Charge

4.01 LESSEE shall pay and/or reimburse LESSOR monthly for the charges for the water, sewer, garbage, trash pickup services, telephone, gas, fire alarm monitoring and electricity furnished to the Lease Premises during the term of this lease.

ARTICLE 5. INSURANCE AND INDEMNITY

Property Insurance

5.01 LESSOR shall insure the building and equipment covered by this lease against fire, accident, or natural disaster. In the event the building(s), or equipment or any part thereof shall, during said term or any renewal hereof, be destroyed by fire, accident, or natural disaster the same shall be thereby rendered unfit for use and habitation, then and in such case, the rent heretofore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Lease Premises shall have been put in proper condition for use and habitation, by LESSEE or this lease Agreement shall thereby be terminated and ended at the election of LESSEE or its legal representatives. LESSOR agrees to provide a copy to such policy of insurance to LESSEE at time of execution of this agreement.

5.02 To the extent allowable under law, LESSEE agrees to hold LESSOR harmless for any liability for any accident or other legal cause of action based upon any tort which occurs on the Lease Premises, caused solely by LESSEE, its agent or employees.

5.03 LESSEE agrees that during the term of this lease, it shall have in effect a liability insurance policy to protect LESSOR from any third party claims that may arise as a result of injuries caused to any person upon the premises herein described. The limits of this policy shall be not less than $100,000.00 per person and 300,000 per occurrence.

ARTICLE 6. MISCELLANEOUS

6.01 This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors, but LESSEE shall not assign any part of the premises.

6.02 LESSEE will not cause to be conducted upon the premises any trade or business, which increases the rate of insurance premiums on the Leased Premises, building(s) or contents.

6.03 LESSEE will permit LESSOR at reasonable times to make such repairs as it may deem necessary for the protection of the premises.

6.04 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of parties created hereunder are performable in Hidalgo County, Texas.

6.05 Commitment of Current Revenues Only. In the event that, during any term hereof, either party hereto does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then such party may

terminate this Agreement upon sixty (60) days written notice to the other party. Both parties agree, however to use their best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend these provisions to be a continuing right to terminate this Agreement at the expiration of each budget period of the parties.

6.06 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSEE's program.

WAVIER OF BREACH

A wavier by either LESSOR or LESSEE of a breach of this Lease by the other party shall not constitute a continuing wavier or waiver of any subsequent breach of the Lease.

ARTICLE 7. MISCELLANEOUS

Notices and Addresses

7.01 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

LESSOR:

McAllen I.S.D.
Attn: Dr. James Ponce,
Superintendent of Schools
2000 N. 23rd Street
McAllen, Texas 78501

LESSEE:

Hidalgo County Head Start Program
Attn: Teresa Flores, Executive Director
P.O. Box 0117
Edinburg, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

Legal Construction

In case any one or more of the provisions contained in this agreement shall for any reason be held by the court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid illegal, or unenforceable provision had never been included in the agreement.

Prior Agreement

This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorney's Fees and Costs

If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and cost incurred to enforce the Lease as awarded by a court of competent jurisdiction.

Force Majeure

Neither LESSOR nor LESSEE shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and other causes not reasonably within the control of LESSOR or LESSEE and which by the exercise of due diligence LESSOR or LESSEE is unable, wholly or in part, to prevent or overcome.

Estopple Information

LESSEE shall, at the request of LESSOR, provide any and all information with respect to this Lease to any person designated by LESSOR.

Time of Essence

Time is of the essence of this agreement.

SIGNATURE PAGE TO FOLLOW

THE UNDERSIGNED LESSOR and LESSEE execute this Lease on the day_____ of _____, 2014

LESSEE:

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

LESSOR:

BY: _____
Dr. James Ponce
Superintendent of Schools
McAllen Independent School District

ATTEST:

BY: _____
Arturo Guajardo, Jr.
Hidalgo County Clerk

APPROVED AS TO FORM:
Oxford & Gonzalez

BY: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
Atlas & Hall, LLP

BY: _____
Stephen Crain

Date Approved by Policy Council:
Date Approved by County Commissioner:

EXHIBIT "A"

Physical Address:

The McAllen I.S.D. building located at 2100 Fir Street, McAllen, Texas and designated as Head Start Classrooms, Administration Office Space, a Cafeteria, and playground area

Legal Description Being:

Lot No. Sixteen (16), Block No. Six (6), Bonnie View Subdivision, being a re-subdivision of Blocks three (3), Six (6) and Eleven (11) of Hammond's Addition to the City of McAllen, Hidalgo County, Texas, as per map or plot of said subdivision and addition recorded in the office of the County Clerk of Hidalgo County, Texas, to which map or plat reference is here made for more particularity of description.

AI -47631 **Head Start** **18. B.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion, Approval of Appointment of One (1) Community Representative by Each Member of the Commissioners' Court to Serve on the Hidalgo County Head Start Program Policy Council, for a One (1) Year According to 45CFR Chapter XIII, 1304.50(b)(7) Beginning October 2014 - Pending Appointment of Community Representative: Commissioner Joseph Palacios, Precinct 4

BACKGROUND

Fiscal Impact

Attachments

Community Representative

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/04/2014 09:02 AM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Linda Galaviz		Started On: 12/03/2014 12:13 PM
Final Approval Date: 12/12/2014		

Hidalgo County Head Start Program

P.O. Box 0117 Edinburg, Texas 78540-0117 (956) 383-0706

TO: Grantee Board Members (Commissioners' Court Members)

FROM: Teresa Flores, Executive Director Teresa Flores

SUBJECT: Community Representatives Appointments

DATE: September 9, 2014

In accordance with Head Start Performance Standards and the Hidalgo County Head Start Program By-Laws, the Hidalgo County Commissioners' Court must nominate a Community Representative from each Precinct to serve on the Hidalgo County Head Start Program Policy Council annually for limited terms of **"no more than three (3) years" (By-Laws, Article 5, Section 6).**

The current members of the Policy Council serving as Community Representatives nominated by the Grantee are as follows:

Grantee Board Members	Community Representatives	Years of Services
Judge Ramon Garcia	Jesse Vela	3
A.C. Cuellar, Jr., Precinct 1	Eva Watts	1
Hector "Tito" Palacios, Precinct 2	Pete Garcia	1
Joe Flores, Precinct 3	Rebecca Villarreal	1
Joseph Palacios, Precinct 4	Judith Flores-Saldivar	3

Your nomination for the 2014-2015 service year must be placed on Commissioners' Court Agenda for official action and approval. Your attention to this matter is greatly appreciated.

Source: Policy Council By-Laws

Article V, Section 1, B. "Five (5) of the members, who shall be known as the Community Representatives, shall be recommended by the Commissioners' Court (Grantee Board) and subject to approval by the Policy Council elected parents."

Article V, Section 6. "The terms of office for all Policy Council Members shall be one (1) year, Mid-October to Mid-October, or until the new Policy Council Member is formally installed, as per Article V, Section 3, Policy Council Members, Alternates and Community Representatives terms shall be limited to no more than three (3) years. Terms shall be limited to no more than three (3) years in any combination of service, whether Alternate, Parent Representative or Community Representative and terms need not be held in consecutive years."

Performance Standard 1304.50(b)(1) — (b)(7)

(b) Policy group composition and formation.

(1) Each grantee and delegate agency governing body operating an Early Head Start or Head Start program must (except where such authority is ceded to the Policy Council or Policy Committee) propose, within the framework of these regulations, the total size of their respective policy groups (based on the number of centers, classrooms, or other program option units, and the number of children served by their Early Head Start or Head Start program), the procedures for the election of parent members, and the procedure for the selection of community representatives. These proposals must be approved by the Policy Council or Policy Committee.

(2) Policy Councils and Policy Committees must be comprised of two types of representatives: parents of currently enrolled children and community representatives. At least 51 percent of the members of these policy groups must be the parents of currently enrolled children (see 45 CFR 1306.3(h) for a definition of a Head Start parent).

(continued, next page...)

Rationale: Established procedures for electing parent members and selecting community representatives ensure consistency and fairness in the selection of policy group members. It is essential that families receiving services play an active role in making decisions about such services, and that the Head Start program reflects the community as a whole. *This rationale serves 45 CFR 1304.50(b)(1)-(7).*

Guidance: The following are suggestions for the governing body and policy group review of procedures for parent elections:

- Inform all parents of their vital role in program governance;
- Ensure that there is a fair method of nomination, either by parents nominating themselves or by other parents nominating them; nominations should be placed only with the consent of the nominee;
- Provide proportionate representation to parents in all program options and settings. If agencies operate programs serving different geographical regions or ethnic groups, to adopt policies to ensure that all groups being served will have an equal opportunity to serve on policy groups; and
- Consider using Parent Committees to facilitate the process of nominating and electing parents to the Policy Council or Policy Committee.

Parents are involved in every step of the process for selecting community representatives. Parents may be involved, for example, in discussions of the issues of interest and the types of community representatives needed in the coming year, as well as in developing methods for soliciting and screening potential candidates.

When nominating parent members or selecting community representatives to policy groups, consider:

- The willingness and ability of the potential members to contribute time and effort to the program and to serve as mentors and role models, as well as resource persons;
- The diversity of the group of individuals nominated, with consideration being given to the programs or program options in which the children of nominees are enrolled;
- The agency's goals and the information generated by the Community Assessment; and
- The desirability of having representation from the governing body to the policy group, in order to improve communication between the two groups.

Performance Standard 1304.50(b)(1) — (b)(7) (continued...)

(3) Community representatives must be drawn from the local community: businesses; public or private community, civic, and professional organizations; and others who are familiar with resources and services for low-income children and families, including, for example, the parents of formerly enrolled children.

(4) All parent members of Policy Councils or Policy Committees must stand for election or re-election annually. All community representatives also must be selected annually.

(5) Policy Councils and Policy Committees must limit the number of one-year terms any individual may serve on either body to a combined total of three terms.

(6) No grantee or delegate agency staff (or members of their immediate families) may serve on Policy Councils or Policy Committees except parents who occasionally substitute for regular Early Head Start or Head Start staff. In the case of Tribal grantees, this exclusion applies only to Tribal staff who work in areas directly related to or which directly impact upon any Early Head Start or Head Start administrative, fiscal or programmatic issues.

(coninued, next page...)

Agencies and policy groups establish procedures for monitoring the three-year limit for both parents and community representatives. Agencies also develop volunteer opportunities that allow former policy group members to use their skills and experience to support program activities and operations. If agencies view and present the opportunity of serving on policy groups as a time to learn new skills and to gain self-confidence in a supportive environment, parents will understand the value of leaving a policy group after a few years, and of moving into other leadership roles in school organizations and in the larger community.

Personnel policies and bylaws address potential conflicts of interest between agency employment and membership on a Policy Council or Policy Committee. For example, agencies may consider developing policies that define "occasional substitute" and that determine at what point in the hiring process a candidate for a Head Start position must resign his or her membership from a policy group, that is, upon application or upon hiring.

AI -47735 **Planning Department** **19. A.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Nora Cavazos,
PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

1. Preliminary Approval
a. Lot 1A & 1B Re-plat of Lot 1 Alcantar Pedroza – Pct. 3 (Javier Alcantar)

2. Final Approval
a. Ortiz & Resendez Subdivision – Pct. 4 (Javier Ortiz & Orlando Resendez)
b. Cardinal Island Subdivision – Pct. 1 (Moreno Family Limited Partnership)
c. Vista Ridge Acres Phase V – Pct. 1 (Jack McClelland)

3. Final Approval with Financial Guarantee
b. San Marcos Subdivision – Pct. 4 (Richard Scurlock)

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact

Attachments

Lot 1A & 1B Replat of Lot 1 Alcantar Pedroza
Ortiz & Resendez; Final
Cardinal Island; Final
Vista Ridge Acres Phase V; Final
San Marcos; Final
San Marcos; Final

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/09/2014 04:14 PM
Ivan Cantu	Ivan Cantu	12/11/2014 11:05 AM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM

Form Started By: Nora Cavazos Started On: 12/09/2014 03:00 PM

Final Approval Date: 12/12/2014

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

Raul E. Sesin, P.E., CFM
Planning Administrator

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 12-16-2014

PROPOSED **LOT 1A & 1B, REPLAT OF LOT 1 ALCANTAR PEDROZA** SUBDIVISION, PRECINCT No. **3 .**

ENGINEER FIRM: **SALINAS ENGINEERING** DEVELOPER: **JAVIER ALCANTAR**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **2** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ____ ☐COMMERCIAL ____ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **¼ mile North of Mile 3 Road East of Los Ebanos Road**

SUBDIVISION LIES WITHIN THE: ☒*ETJ of **Mission** and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **04-29-14** PROPERTY LIES WITHIN FLOOD ZONE: **"C"** AS PER FEMA.

DRAINAGE DESIGN: **Existing on-site detention swales**

ROAD R.O.W. DEDICATION: **No additional Right of Way will be required**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **11-22-14** By, **Victor Gallardo** PCT. 3 R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **11-22-14** By, **Elizardo Ramos, Environmental Health Division Manager**

SEWER SYSTEM: ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **ISAAC MATA**

☐OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: _____

WATER SERVICE PROVIDER: **SWSC** LINE SIZE: **3"** LOCATION: **West side of Los Ebanos Road**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **10-10-14** : By **Ann Marie De La Fuente, Environmental Compliance Coordinator**

☒**SMALL CONSTRUCTION**

The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON:

STAFF RECOMMENDS:

☒ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments and the approval from the **City of Mission**.*

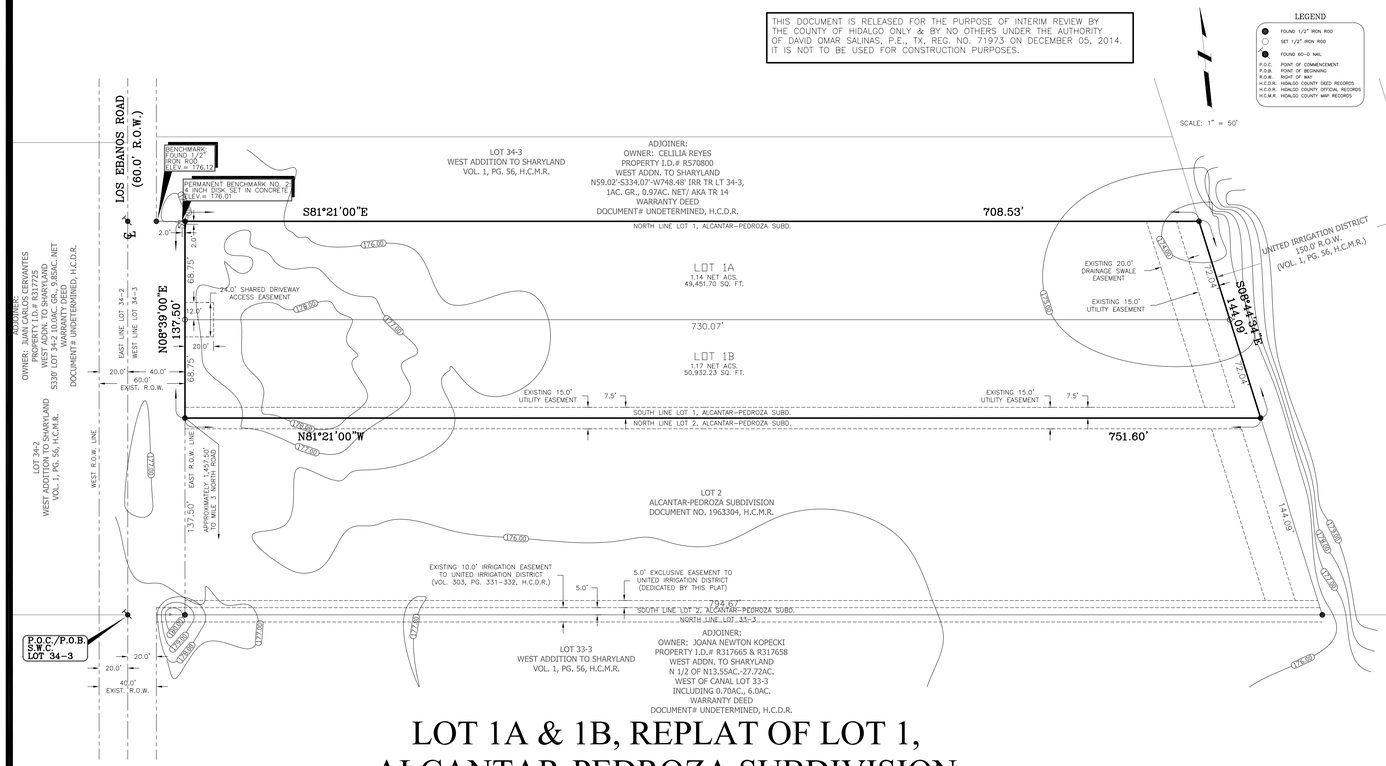
☐ **Final Approval** *subject to recommendations other departments*

☐ **Final Approval** *with financial guarantee.*

This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules,

* *Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW BY THE COUNTY OF HIDALGO ONLY & BY NO OTHERS UNDER THE AUTHORITY OF DAVID OMAR SALINAS, P.E., TX, REG. NO. 71973 ON DECEMBER 05, 2014. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.



LOT 1A & 1B, REPLAT OF LOT 1, ALCANTAR-PEDROZA SUBDIVISION

HIDALGO COUNTY, TEXAS.

BEING A 2.30 ACRE TRACT OF LAND, MORE OR LESS, CONSISTING OF ALL OF LOT 1, ALCANTAR-PEDROZA SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN DOCUMENT NO. 1963304, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

GENERAL PLAT NOTES:

1. MINIMUM SETBACK LINES:
   FRONT.....40.00' OR GREATER FOR EASEMENTS.
   REAR.....35.00' OR GREATER FOR EASEMENTS.
   SIDE.....6.00' OR GREATER FOR EASEMENTS.
2. FLOOD ZONE STATEMENT:
   FLOOD ZONE DESIGNATION: ZONE "C"
   ZONE "C": AREAS OF MINIMAL FLOODING. (NO SHADING)
   COMMUNITY PANEL NO. 480334 0400 C
   EFFECTIVE DATE NOVEMBER 16, 1982
   THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN. COMMUNITY PANEL NUMBER 480334 0400 C EFFECTIVE DATE NOVEMBER 16, 1982 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS, AND THE LOCAL FLOOD PLAIN ADMINISTRATOR IDENTIFIES NO OTHER AREA WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN. CONSTRUCTION OR RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THRU 4127).
3. MINIMUM FINISH FLOOR NOTE:
   MINIMUM FINISH FLOOR ELEVATION SHALL BE 20" ABOVE TOP OF ROAD OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE OF DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PAD AND/OR MINIMUM FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
4. DRAINAGE:
   IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 4.157 67 CUBIC-FEET OR 0.095 ACRE-FEET OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: SEE DRAINAGE REPORT ON THIRD SHEET FOR DRAINAGE DETENTION.
5. NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT, AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.
6. UNLESS OTHERWISE NOTED ON THIS PLAT, THE LOT IS MONUMENTED BY 1/2 INCH WIDE BY 18 INCH LONG IRON RODS.
7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBBERY, TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
8. THE SEPTIC TANK SYSTEM SHALL BE APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT PRIOR TO OCCUPANCY OF A LOT WITHIN THIS SUBDIVISION.
9. ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
   THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
   A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWAGE ONLY. A SEPERATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.
   B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
   C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
   D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAIN FIELD SYSTEM.
   E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.
10. JAVIER ALCANTAR AND EVA PEDROZA, THE OWNERS & SUBDIVIDERS OF ALCANTAR-PEDROZA SUBDIVISION, RETAIN AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET 2 OF THIS PLAT.
11. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
12. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.
13. BENCHMARK NOTE:
    THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
    B.M. NO. 1 – ELEV.= 176.12. DESCRIPTION: TOP OF A FOUND 1/2" IRON ROD LOCATED ON THE EXISTING EAST R.O.W. LINE OF LOS EBANOS ROAD ON INTERSECTION WITH THE NORTH PROPERTY LINE OF THIS SUBDIVISION.
    B.M. NO. 2 – ELEV.= 176.01. DESCRIPTION: TOP OF 4 INCH DISK SET IN CONCRETE LOCATED 2 FEET SOUTH AND 2 FEET WEST FROM THE NORTHWEST CORNER OF PROPOSED LOT 1A.
14. ALL PUBLIC UTILITY EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.0 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.
15. ALL IRRIGATION EASEMENTS ARE EXCLUSIVE TO UNITED IRRIGATION DISTRICT, AND THE DISTRICT ALLOWS NO OTHER UTILITIES OR USE WITHOUT EXPRESS APPROVAL.
16. NO UTILITY COMPANY OR OTHER PERSON IS ALLOWED TO CROSS ABOVE OR BELOW GROUND ANY DISTRICT EASEMENT OR RIGHT OF WAY WITH LINES, POLES, OPEN DITCHES OR OTHER USE WITHOUT FIRST OBTAINING A CROSSING PERMIT FROM THE DISTRICT.
17. NO PERMANENT STRUCTURE, (EXAMPLE, FENCES OR DRIVEWAYS OF ANY CONSTRUCTION) WILL BE ALLOWED TO BE CONSTRUCTED OR EXIST ON ANY DISTRICT EASEMENT OR RIGHT OF WAY WITHOUT WRITTEN APPROVAL BY THE DISTRICT. ANY UNAUTHORIZED STRUCTURE IN THE EASEMENT AREA IS SUBJECT TO REMOVAL.
18. NO UTILITY COMPANY OR OTHER PERSON IS ALLOWED TO CONNECT TO ANY DISTRICT FACILITY WITHOUT FIRST OBTAINING A PERMIT FROM THE IRRIGATION DISTRICT. ANY CONNECTION NOT AUTHORIZED BY THE DISTRICT IS SUBJECT TO REMOVAL.
19. DRAINAGE SWALE EASEMENT NOTE: NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.
20. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN, AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.
21. ACCESS EASEMENT SHALL REMAIN FREE AND CLEAR OF ANY OBSTRUCTIONS SO THAT INCOMING AND OUTGOING TRAFFIC MAY TRAVEL FREELY. THE INDIVIDUAL LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE PAVING AND DRAINAGE IMPROVEMENTS WITHIN THE ROAD ACCESS EASEMENT WITH THEIR RESPECTIVE SECTION.
22. THE EXISTING CONCRETE DRIVEWAY ON LOT 1A WILL NO LONGER BE USED AND WILL BE ABANDONED.
23. NO INDIVIDUAL LOT DRIVEWAY ACCESS WILL BE ALLOWED FROM LOS EBANOS ROAD ON TO LOT 1A OR LOT 1B. A 24 FOOT SHARED DRIVEWAY ENTRANCE SHALL BE CONSTRUCTED BY DEVELOPER BETWEEN LOT 1A AND LOT 1B TO PROVIDE INGRESS AND EGRESS FROM LOS EBANOS ROAD.

PRINCIPAL CONTACTS

	NAME	ADDRESS	CITY, STATE, & ZIP CODE	PHONE	FAX
OWNER:	JAVIER ALCANTAR	RT. 15, BOX 743-C	MISSION, TEXAS 78574	(956) 432-2606	NONE
OWNER:	EVA PEDROZA	RT. 15, BOX 743-C	MISSION, TEXAS 78574	(956) 432-2606	NONE
ENGINEER:	DAVID O. SALINAS	2221 DAFFODIL AVE.	McALLEN, TEXAS 78501	(956) 682-9081	(956) 686-1489
SURVEYOR:	DAVID O. SALINAS	2221 DAFFODIL AVE.	McALLEN, TEXAS 78501	(956) 682-9081	(956) 686-1489

FILED FOR RECORD IN HIDALGO COUNTY
ARTURO GUAJARDO, JR. HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER _____

RECORDED IN VOLUME _____ PAGE _____

OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF LOT 1A & LOT 1B, REPLAT OF LOT 1, ALCANTAR-PEDROZA SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____ , _____.

_____ _____
HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

STATE OF TEXAS
UNITED IRRIGATION DISTRICT

THIS PLAT IS HEREBY APPROVED BY UNITED IRRIGATION DISTRICT SUBJECT TO THE CONDITION THAT IF IRRIGATION FROM SAID SUBDIVISION IS DESIRED TO THE INDIVIDUAL LOTS IN SAID SUBDIVISION, PROVISION SHALL BE MADE FOR APPROPRIATE EASEMENTS FOR THE INSTALLATION OF NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM THE CLOSEST WATER DISTRICT DELIVERY POINT AND IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE PROPERTY TO INSTALL AND MAINTAIN SUCH NECESSARY FACILITIES.

DATED THIS THE _____ DAY OF _____, 20 ____.

ATTEST: _____
PRESIDENT

_____
SECRETARY

REVISION NOTES

NO.	SHEET	REVISION	DATE	APPROVED

STATE OF TEXAS
COUNTY OF HIDALGO

I (WE), JAVIER ALCANTAR & EVA PEDROZA, AS OWNERS TO THE LAND SHOWN ON THIS PLAT DESIGNATED AS **LOT 1A & LOT 1B, REPLAT OF LOT 1, ALCANTAR-PEDROZA SUBDIVISION,** HIDALGO COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC OR ENTITIES, ALL STREETS, WATER WAYS, WATER COURSES, ALLEYS, EASEMENTS, AND RIGHTS-OF-WAY HEREIN SHOWN FOR THE PURPOSE OF CONSIDERATION HEREIN EXPRESSED, AND, FURTHER, HEREBY CERTIFY THAT THE REQUIREMENTS OF SECTION 232.032 OF THE TEXAS LOCAL GOVERNMENT CODE, PAGE 440, 2000 EDITION, HAVE BEEN MET AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS;
(B) SANITARY SEWER CONNECTIONS TO ALL LOTS OR SEPTIC TANKS MEET, OR WILL MEET, STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOT MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(D) GAS CONNECTIONS, IF AVAILABLE AND IF PROVIDED AS AN ALTERNATE SOURCE OF ENERGY, PROVIDED TO EACH LOT MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

_____ _____
OWNER: JAVIER ALCANTAR
RT. 15, BOX 743-C
MISSION, TEXAS 78574

OWNER: EVA PEDROZA
RT. 15, BOX 743-C
MISSION, TEXAS 78574

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED JAVIER ALCANTAR AND EVA PEDROZA, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY

OF _____, 2014.

_____
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS
MY COMMISSION EXPIRES. _____

STATE OF TEXAS
CITY OF MISSION

THIS PLAT OF LOT 1A & LOT 1B, REPLAT OF LOT 1, ALCANTAR-PEDROZA SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MISSION, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS _____ DAY OF _____ , 2014.

_____
CHAIRMAN, PLANNING AND ZONING COMMISSION

STATE OF TEXAS
CITY OF MISSION
CERTIFICATE OF APPROVAL

UNDER LOCAL GOVERNMENT CODE 212.0115(B), WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LOT 1A & LOT 1B, REPLAT OF LOT 1, ALCANTAR-PEDROZA SUBDIVISION WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION.

_____ _____
MAYOR OF CITY OF MISSION DATE

_____ _____
ATTEST: CITY SECRETARY DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE 232.028 (A)

WE THE UNDER SIGNED CERTIFY THAT THIS PLAT OF **LOT 1A & LOT 1B, REPLAT OF LOT 1, ALCANTAR-PEDROZA SUBDIVISION**, WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONER'S COURT ON _____, 2014.

ATTEST:

_____ _____
HIDALGO COUNTY JUDGE DATE

_____ _____
HIDALGO COUNTY CLERK DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, DAVID OMAR SALINAS, P.E., A REGISTERED PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE STATE OF TEXAS, REGISTRATION NUMBER TX. 71973, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN GIVEN PROPER AND ADEQUATE ENGINEERING CONSIDERATION, AND, FURTHER, DO HEREBY CERTIFY THAT NONE OF THE AREAS BEING PLATTED HEREIN AS **LOT 1A & LOT 1B, REPLAT OF LOT 1, ALCANTAR-PEDROZA SUBDIVISION,** AS DESCRIBED BY METES AND BOUNDS DESCRIPTION (SEE METES AND BOUNDS DESCRIPTION AT THE RIGHT) ARE NOT LOCATED IN A FLOOD PRONE AREA DESIGNATED AS ZONES "A" OR "AH" DEFINED AND DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

_____ _____
DAVID OMAR SALINAS, P.E. DATE
REG. PROFESSIONAL ENGINEER #71973

STATE OF TEXAS
COUNTY OF HIDALGO

I, DAVID O. SALINAS, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

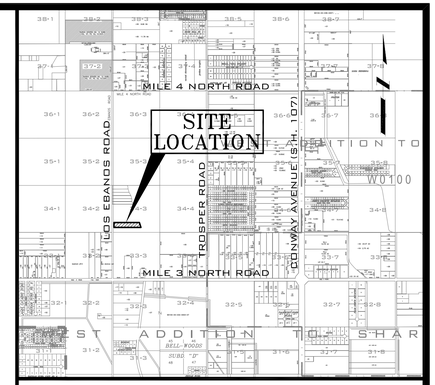
_____ _____
DAVID O. SALINAS, R.P.L.S. DATE
REG. PROFESSIONAL LAND SURVEYOR #5782

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATION

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____ _____
DATE:



LOCATION MAP SCALE 1"=2000'

PREPARED BY: SALINAS ENGINEERING & ASSOCIATES
2221 DAFFODIL AVENUE – McALLEN, TEXAS 78501
JOB NUMBER: SP-14-23100
DATE OF SURVEY: APRIL 16, 2014
DATE PREPARED: DECEMBER 05, 2014

PLAT SHEET 1 OF 2

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

LOT 1A & LOT 1B, REPLAT OF LOT 1, ALCANTAR-PEDROZA SUBDIVISION, IS LOCATED ON THE EAST SIDE OF LOS EBANOS ROAD AND APPROXIMATELY 1,457.50 FEET NORTH FROM THE INTERSECTION WITH MILE 3 NORTH ROAD. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF MISSION (POPULATION 77,058). LOT 1A & LOT 1B, REPLAT OF LOT 1, ALCANTAR-PEDROZA SUBDIVISION, DOES NOT LIE ADJACENT TO OR CONTIGUOUS WITH THE CITY LIMITS OF MISSION. IT IS WITHIN THE TWO MILE EXTRATERRITORIAL JURISDICTION OF MISSION UNDER LOCAL GOVERNMENT CODE 42.021 AND IS LOCATED WITHIN PRECINCT NO. 3.

METES AND BOUNDS DESCRIPTION

BEING A 2.30 ACRE TRACT OF LAND, MORE OR LESS, CONSISTING OF ALL OF LOT 1, ALCANTAR-PEDROZA SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN DOCUMENT NO. 1963304, MAP RECORDS OF HIDALGO COUNTY, TEXAS; SAID 2.30 ACRE TRACT OF LAND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A ½ INCH DIAMETER IRON ROD FOUND ON THE NORTHWEST CORNER OF SAID LOT 1 LOCATED ON THE EAST RIGHT-OF-WAY LINE OF LOS EBANOS ROAD FOR THE NORTHWEST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

(1) THENCE, SOUTH 81 DEGREES 21 MINUTES 00 SECONDS EAST, COINCIDENT WITH THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 708.53 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE NORTHEAST CORNER OF SAID LOT 1 FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

(2) THENCE, SOUTH 08 DEGREES 44 MINUTES 34 SECONDS EAST, COINCIDENT WITH THE EAST LINE OF SAID LOT 1, A DISTANCE OF 144.09 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE SOUTHEAST CORNER OF SAID LOT 1 FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

(3) THENCE, NORTH 81 DEGREES 21 MINUTES 00 SECONDS WEST, COINCIDENT WITH THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 751.60 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE SOUTHWEST CORNER OF SAID LOT 1 FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

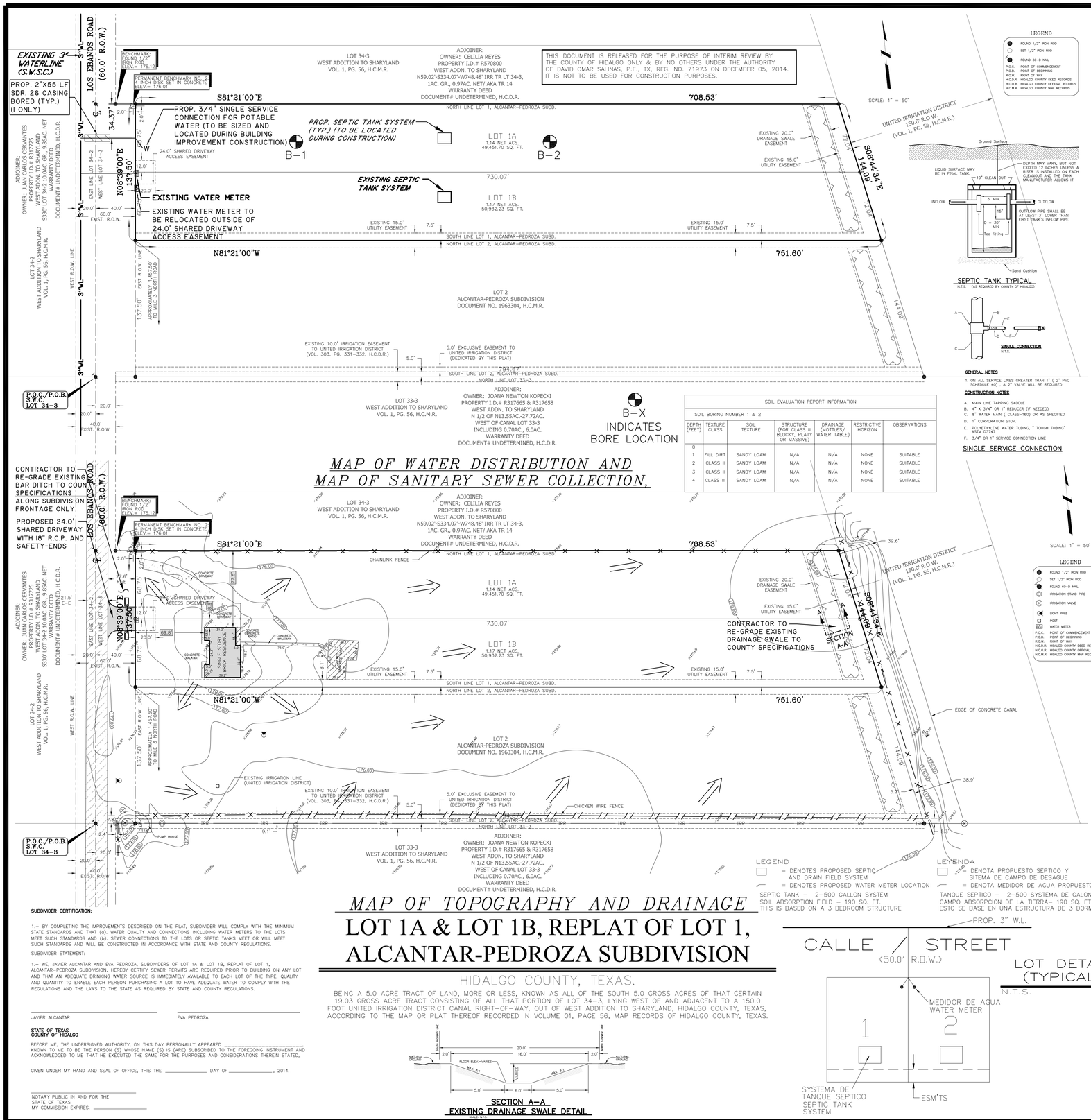
(4) THENCE, NORTH 08 DEGREES 39 MINUTES 00 SECONDS EAST, COINCIDENT WITH THE WEST LINE OF SAID LOT 1 SAME BEING THE EAST RIGHT-OF-WAY LINE OF SAID ROAD, A DISTANCE OF 137.50 FEET TO THE POINT OF BEGINNING, CONTAINING 2.30 ACRES OF LAND, MORE OR LESS.

BASIS OF BEARING: WEST LINE OF SAID LOT 1.
N:\SUBDIVISIONPLATS\LOTS1A&1B,
REPLATOFLOT1ALCANTARPEDROZA.SUB\METESANDBOUNDS.041714

INDEX SHEET OF LOT 1A & LOT 1B, REPLAT OF LOT 1, ALCANTAR-PEDROZA SUBDIVISION

SHEET 1	HEADING; INDEX; LOCATION MAP; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES & BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION; AND ATTESTATION; CITY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE E.T.J. OF A MUNICIPALITY AND DESIGNATE THE PREQNCT THE PROJECT IS SITUATED; H.C.D.D. CERTIFICATION; IRRIGATION DISTRICT CERTIFICATE OF APPROVAL; HIDALGO COUNTY HEALTH DEPT. CERTIFICATE OF APPROVAL; REVISION NOTES.
SHEET 2	WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER (OSSF) AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); SAMPLE OF LOG BORE FOR OSSF SYSTEM; TYPICAL WATER SERVICE CONNECTION; SUBDIVIDER'S CERTIFICATE AND STATEMENT; DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION; REVISION NOTES.

SEA
SALINAS ENGINEERING & ASSOCIATES
CONSULTING ENGINEERS & SURVEYORS
2221 DAFFODIL – McALLEN, TEXAS 78501
(956) 682-9081 (956) 686-1489 (FAX)



SUBDIVIDER CERTIFICATION:

1.– BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH THE MINIMUM STATE STANDARDS AND THAT (a). WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (b). SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1.– WE, JAVIER ALCANTAR AND EVA PEDROZA, SUBDIVIDERS OF LOT 1A & LOT 1B, REPLAT OF LOT 1, ALCANTAR–PEDROZA SUBDIVISION, HEREBY CERTIFY SEWER PERMITS ARE REQUIRED PRIOR TO BUILDING ON ANY LOT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY AND QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT TO HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS TO THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

JAVIER ALCANTAR

EVA PEDROZA

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON (S) WHOSE NAME (S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED,

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2014.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES. _____

FINAL ENGINEERING REPORT FOR ALCANTAR–PEDROZA SUBDIVISION:

BY DAVID O. SALINAS, P.E.

LOT 1A & LOT 1B, REPLAT OF LOT 1, ALCANTAR–PEDROZA SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY SHARYLAND WATER SUPPLY CORPORATION ("S.W.S.C."). THE SUBDIVIDER AND S.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH S.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND S.W.S.C. HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM 71973 QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION. S.W.S.C. HAS AN EXISTING 3" DIAMETER WATERLINE RUNNING NORTH AND SOUTH ON THE WEST SIDE OF LOS EBANOS ROAD. THERE IS ONE EXISTING WATER METER ON PROPOSED LOT 1B.

FROM THE EXISTING 3" DIAMETER WATERLINE ALONG THE WEST SIDE OF LOS EBANOS ROAD, ONE (1) 3/4" DIAMETER SINGLE SERVICE CONNECTION LINE RUNS TO PROPOSED LOT 1A AND CONNECTS TO THE METER BOX OF THAT LOT.

THE SINGLE SERVICE CONNECTION LINE AND THE METER BOXES WILL BE INSTALLED AT A TOTAL COST OF $1,250.00 OR $1,250.00 PER LOT. THE SUBDIVIDER HAS IN ADDITION PAID S.W.S.C. THE SUM OF $804.00 WHICH COVERS THE $804.00 COST PER LOT FOR THE WATER METER (INCLUDING INSTALLATION COSTS AND ALL TAP FEES). THE WATER METER BOXES WILL BE INSTALLED. THE CONTRACTOR WILL NOT INSTALL FIRE HYDRANTS.

UPON REQUEST BY THE LOT OWNER, S.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY S.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES: Description, Costs, and Operability Date

SEWAGE FROM LOT 1A & LOT 1B, REPLAT OF LOT 1, ALCANTAR–PEDROZA SUBDIVISION WILL BE TREATED BY INDIVIDUAL ON–SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAIN FIELD ON THE LOT. THE UNDERSIGNED PROFESSIONAL ENGINEER HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. THE ENGINEER HAS ALSO EVALUATED THE CONDITION OF AN EXISTING SEPTIC TANK ON PROPOSED LOT 1B AND SUBMITTED A REPORT DATED AUGUST 20, 2008 THAT CONCLUDED THE SEPTIC TANK IS ACCEPTABLE AND IN SUITABLE CONDITION FOR CONTINUED USE. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT.

HIGHLIGHTS OF THE REPORT ARE AS FOLLOWS:

THE ESTIMATED COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $1,500.00 INCLUDING THE COSTS FOR THE REQUIRED PERMIT AND LICENSE. NO OSSF HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL.

WITH THE FILING OF FINAL PLAT, THE SUBDIVIDER IS PROVIDING ADEQUATE FINANCIAL GUARANTEES OF PERFORMANCE IN THE FORM OF A PERSONAL CHECK REPRESENTING A "CASH DEPOSIT" TO BE HELD BY THE COUNTY OF HIDALGO IN ESCROW IN THE AMOUNT OF $1,500.00, WHICH IS THE ESTIMATED TOTAL COST TO INSTALL A SEPTIC TANK SYSTEM ON EACH LOT. THE SUBDIVIDER WILL INCLUDE THE COST OF A SEPTIC TANK SYSTEM IN THE SALE PRICE OF THE LOT.

AT ANY TIME AFTER THE LOT IS SOLD, THE PURCHASER MAY INITIATE INSTALLATION OF A SEPTIC SYSTEM BY WRITING OR CALLING THE SUBDIVIDER AND THEN FILING WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AN APPLICATION FOR A PERMIT TO CONSTRUCT A SEPTIC SYSTEM. SEPTIC TANK SYSTEMS SHALL BE INSTALLED ON THE LOT PRIOR TO THE COUNTY ISSUING A FINAL LIGHT AND WATER CLEARANCE.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE ESTIMATED COSTS TO INSTALL UNCONSTRUCTED WATER AND ON–SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS: WATER FACILITIES– THESE FACILITIES ARE FULLY CONSTRUCTED, EXCEPT FOR INSTALLATION OF WATER METERS, WHICH COST A GRAND TOTAL OF $1,250.00. THE SUBDIVIDER HAS PAID A TOTAL OF $804.00 TO S.W.S.C. TO COVER THE COSTS OF METER INSTALATION. SEWAGE FACILITIES– SEPTIC SYSTEMS ARE ESTIMATED TO COST $1,500.00 (ALL INCLUSIVE) TOTAL FOR THE SUBDIVISION.

DAVID O. SALINAS
P.E. 71973

DATE

THE PROPOSED SUBDIVISION LOTS ARE AT LEAST 0.5 ACRES IN SIZE. THE UNITED STATES DEPARTMENT OF AGRICULTURE, SOIL CONSERVATION SERVICE BOOK OF HIDALGO COUNTY, TEXAS INDICATES A SANDY LOAM, AND FOUR TEST BORINGS WERE MADE AT OPPOSITE AREAS OF THE SUBDIVISION. (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE UNIFORM). THE SOIL IS A UNIFORM SANDY LOAM EXTENDING MORE THAN 60" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL, THE 10–YEAR FLOOD PLAIN BEING CONTAINED WITHIN THE STREET AND THE DRAINAGE EASEMENTS.

REPORTE FINAL DE INGENERIA PARA ALCANTAR–PEDROZA SUBDIVISION:

BY DAVID O. SALINAS, P.E.

LA SUBDIVISION LOT 1A & LOT 1B, REPLAT OF LOT 1, ALCANTAR–PEDROZA SERA PROVISTA DE AGUA POTABLE POR LA COMPAÑIA DE AGUA DE SHARYLAND (S.W.S.C.). EL DUENO DE LA SUBDIVISION Y LA COMPAÑIA S.W.S.C. HAN FIRMADO UN CONTRATO, EN EL CUAL LA SUBDIVISION RECIBIRA SU PROVISION DE AGUA POR LOS PROXIMOS 30 AÑOS. LA COMPAÑIA DE AGUA S.W.S.C. TENDRA QUE PRESENTAR DOCUMENTACION PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISION. S.W.S.C. TIENE UNA LINEA DE AGUA EXISTENTE DE 3 PULGADAS DE DIAMETRO QUE CORRE NORTE Y SUR EN EL LADO OESTE DE LA CALLE LOS EBANOS ROAD. SE ENCUENTRA UN MEDIDOR DE AGUA EXISTENTE EN EL PROPIESTO LOTE 1B.

DE LA LINEA EXISTENTE DE 3 PULGADAS DE DIAMETRO QUE CORRE A LO LARGO DEL LADO OESTE DE LA CALLE LOS EBANOS ROAD, SE DESPRENDEN UN (1) SERVICIO SENCILLO DE 3/4 DE PULGADA DE DIAMETRO QUE VA HACIA EL PROPIESTO LOTE 1A CONECTANDOSE AL MEDIDOR DEL LOTE.

LA LINEA DE SERVICIO SENCILLO DE 3/4 DE PULGADA DE DIAMETRO Y LAS CAJAS DE LOS MEDIDORES, SERAN INSTALADOS A UN COSTO TOTAL DE US$1,250.00 O US$1,250.00 POR LOTE. EL DUENO PAGARA A S.W.S.C. LA CANTIDAD DE US$804.00 EL CUAL CUBRE EL COSTO POR LOTE DE US$804.00 POR LA INSTALACION DE LOS MEDIDORES DE AGUA (INCLUYENDO COSTOS DE LA INSTALACION DE CADA MEDIDOR Y LOS GASTOS DE CONEXION). LAS CAJAS DE LOS MEDIDORES DE AGUA SERAN INSTALADOS. EL CONTRATISTA DE LA SUBDIVISION NO TENDRA QUE INSTALAR HIDRANTES DE AGUA.

CUANDO EL DUENO DEL LOTE SOLICITE UN MEDIDOR, LA COMPANIA S.W.S.C. LO INSTALARA SIN COSTO ALGUNO AL DUENO. SE HAN APROBADO LAS INSTALACIONES DE AGUA ENTERAS Y ACEPTADO POR S.W.S.C. Y EL SISTEMA DE DISTRIBUCION DICHO ES OPERABLE DESDE LA FECHA DE LA REGISTRACION DEL PLAT.

DRENAJE: Descripcion, Gastos y Fecha de Inicio

PARA FACILITAR EL DRENAJE PARA LA SUBDIVISION, SE INSTALARA UNA FOSA SEPTICA EN CADA LOTE. ESTA FOSA SEPTICA CONSISTE DE UN TANQUE SEPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA EL LOTE. EL INGENIERO– AUTOR DE ESTE DOCUMENTO HA EVALUADO LA AREA DONDE SE ENCUENTRA LA SUBDIVISION Y HA PREPARADO UN REPORTE QUE CONCLUYE QUE ESTE TERRENO ES ADECUADO PARA LA FOSA SEPTICA ("OSSF"). EL REPORTE FUE REVISADO Y APROBADO POR EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO. EL INGENIERO TAMBIEN HA EVALUADO UN TANQUE SEPTICO DE MODELO DUAL EXISTENTE EN EL PROPIESTO LOTE 1B Y HA PREPARADO UN REPORTE DE FECHA DE AGOSTO 20., 2008 QUE CONCLUYE EL TANQUE SEPTICO ES ACEPTABLE Y EN UNA CONDICION ADECUADA PARA USO CONTINUO. EL REPORTE FUE REVISADO Y APROBADO POR EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO.

EL COSTO ESTIMADO PARA INSTALAR UN SISTEMA SEPTICO EN UN LOTE INDIVIDUAL ES $1,500.00 INCLUYENDO LOS COSTOS PARA EL PERMISO Y LA LICENCIA REQUERIDOS. NO SE HA INSTALADO NINGUNOS OSSF HASTA LA FECHA DE APLICACION PARA LA APROBACION FINAL DEL PLAT.

CON LA LIMADURA DEL FINAL PLAT, EL SUBDIVIDOR ESTÁ PROPORCIONANDO GARANTIAS FINANCIERAS ADECUADAS DEL FUNCIONAMIENTO BAJO LA FORMA DE CHEQUE PERSONAL QUE REPRESENTA EL "DEPOSITO EN EFECTIVO" PARA SER SOSTENIDO POR EL CONDADO DE HIDALGO EN FIDEICOMISO EN LA CANTIDAD DE $1,500.00, QUE ES EL COSTO TOTAL ESTIMADO PARA INSTALAR UN SISTEMA DE TANQUE SEPTICO EN CADA LOTE. EL SUBDIVIDOR INCLUIRÁ EL COSTE DE UN SISTEMA DE TANQUE SÉPTICO EN EL PRECIO DE VENTA DEL LOTE.

EN CUALQUIER MOMENTO DESPUÉS DE QUE SE VENDA EL LOTE, EL COMPRADOR PUEDE INICIAR LA INSTALACIÓN DE UN SISTEMA SÉPTICO ESCRIBIENDO O LLAMANDO EL SUBDIVIDOR Y DESPUES PRESENTAR CON EL DEPARTAMENTO DE LA SALUD DEL CONDADO DE HIDALGO UNA APLICACIÓN PARA UN PERMISO PARA CONSTRUIR UN SISTEMA SÉPTICO. LOS SISTEMAS DEL TANQUE SÉPTICO SERÁN INSTALADOS EN EL LOTE ANTES QUE EL CONDADO PUBLIQUE UNA SEPARACIÓN FINAL DE LA LUZ Y DEL AGUA.

CERTIFICACION

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO, CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCION 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON: AGUA: EL SISTEMA/SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO, MENOS LOS MEDIDORES MECANICOS DE AGUA, QUE COSTARAN US$1,250.00. EL DUEÑO DE LA SUBDIVISION LE HA PAGADO UN TOTAL DE US$804.00 A LA COMPAÑIA SHARYLAND W.S.C. PARA LA INSTALACION DE LOS MEDIDORES MECANICOS DE AGUA. DRENAJE: SE ESTIMA QUE LAS FOSAS SEPTICAS COSTARAN US$1,500.00 POR LOTE (TODO INCLUSO) A UN COSTO TOTAL DE US$1,500.00 PARA TODA LA SUBDIVISION.

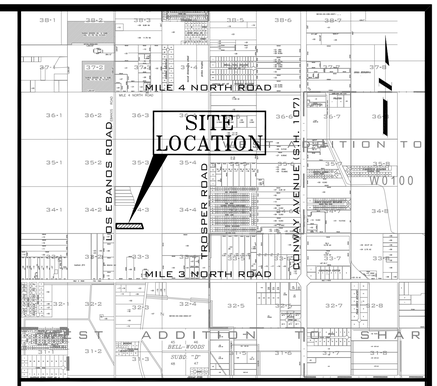
DAVID O. SALINAS
P.E. 71973

FECHA

LA PROPUESTA SUBDIVISION CUMPLE AL MENOS CON 1/2 ACRE POR LOTE. SE HICIERON CUATRO POSOS DE EVALUACION EN LUGARES OPUESTOS EN LA SUBDIVISION – EN EL CENTRO DEL LOTE, Y PARA OESTE . (POSOS ADICIONALES NO FUERON NECESARIOS PORQUE EL TERRENO EN ESTA AREA ES SIGNIFICANTEMENTE UNIFORME.) EL TERRENO ES UNIFORME (SANDY LOAM) Y SE EXTIENDE MAS DE 60 PULGADAS BAJO TODAS LAS EXCAVACIONES PROPUESTAS. NO EXISTE EVIDENCIA DE AGUA 60 PULGADAS MAS ARRIBA DE LO MAS BAJO DE LAS EXCAVACIONES PROPUESTAS. EL AGUA EN ESTA AREA CORRE BIEN Y EL PLANICIE DE INUNDACION ("FLOODPLAN") DE 10 ANOS SE CONTIENE ENTRE LA CALLE Y EL DERECHO DISTINTO DE DRENAJE ("DRAINAGE EASEMENT") DE LA PROPIEDAD.

REVISION NOTES

NO.	SHEET	REVISION	DATE	APPROVED



LOCATION MAP SCALE 1"=2000'

PREPARED BY: SALINAS ENGINEERING & ASSOCIATES
2221 DAFFODIL AVENUE – MCALLEN, TEXAS 78501
JOB NUMBER: SP–14–23100

DATE OF SURVEY: APRIL 18, 2014
DATE PREPARED: DECEMBER 05, 2014

PLAT SHEET 2 OF 2

David Omar Salinas, P.E., R.P.L.S.
Salinas Engineering & Associates
2221 Daffodil Ave.
McAllen, Texas 78501
(956) 682–9081
(956) 686–1489 Facsimile
(956) 648–8899 Cell
dsalinas@salinasengineering.com

April 21, 2014

DRAINAGE REPORT
LOTS 1A AND 1B, RE–PLAT OF LOT 1,
ALCANTAR–PEDROZA SUBDIVISION
CITY OF MISSION ETU
HIDALGO COUNTY, TEXAS

Proposed Lot 1A and 1B, Re–Plat of Lot 1, Alcantar–Pedroza Subdivision is two–lot 2.30 Acre residential use tract of land located approximately ¼ mile north of Mile 3 North Road along the east side of Los Ebanos Road within the extraterritorial jurisdiction of the City of Mission, Hidalgo County, Texas. Said tract of land is a re–plat of all of Lot 1, Alcantar–Pedroza Subdivision, Hidalgo County, Texas, as per the map or plat thereof recorded in Document No. 1963304, Records of the County Clerk of Hidalgo County, Texas.

This site is partially covered by native vegetation consisting primarily of grass and some trees, and, one single story family home. The site is irregular in shape and has 137.50 feet of frontage along Los Ebanos Road. This site has one residential home on what is proposed Lot 1B while the remainder of the subject property is vacant and un–developed. The subdivider is proposing to apply for residential permit on what is proposed as Lot 1A. Additional estimated impervious area improvements are 1,400 square feet for proposed Lot 1B.

The site is bound on the west by Los Ebanos Road and the east by a 150.0 feet United Irrigation District canal right–of–way. To the south is a single family home on Lot 2, Alcantar–Pedroza Subdivision. Los Ebanos Road is a County/City owned and maintained roadway complete with paving improvements and no storm drainage improvements. This roadway has 60.0 feet (with this plat dedication) of road right–of–way.

The lands occupied by the proposed site are located in part within Zone "C" according to the FIRM dated November 16, 1982 – Community Panel No. 480334 0400 C. A review of Sheet 82 of the Soils Survey of Hidalgo County, Texas, reveals that the underlying conditions of the subject property consist of a Hidalgo fine sandy loam complex with slopes between 0 and 1 percent. Such soils are well drained and surface runoff is slow. Permeabilities are moderate and the available water capacities are medium.

Cross section elevations of the subject property reveal that drainage is via overland flow in a north – northeasterly direction away from Los Ebanos Road at an average slope of 0.286% over an average drainage run of approximately 350.0 feet. Upon reaching a saturated condition, runoff from site that does not appear to enter Los Ebanos Road. No runoff appears to enter into the site from Los Ebanos Road. Runoff created by Los Ebanos Road is kept within the roadway right–of–way and within small roadside bar ditches. However, the existing roadway bar ditches are almost non–existent and poorly maintained.

In accordance with the drainage policies of the City of Mission and the County of Hidalgo, the subdivision shall be required to retain on–site the total volume of water created by the post–development of this property. Using an existing drainage coefficient of 0.22 and a future proposed drainage coefficient of 0.37, an average drainage run of 350.0 feet and an average slope of 0.286%, it was computed that the improved condition would produce an additional volume of 4,157.67 cubic feet (or 0.095 Acre–Feet) of drainage waters. This volume of water is for both proposed Lots 1A and 1B. Note that the original Lot 1 on the plat of Alcantar–Pedroza subdivision required a minimum total detention of 3,523.18 cubic feet using a pro–rata of drainage volumes and land areas of both Lots 1 and 2. With the newly proposed single family home, the new minimum drainage detention requirement increases to 4,157.67 cubic feet.

The subdivider is required to limit the amount of off–site discharge from this site to a maximum of 1.97 CFS, the current drainage condition. Detention of the minimum 4,157.67 cubic feet of drainage waters shall accomplished within the green areas of each newly proposed lot. Proposed Lot 1A has an area of 1.13 Acres and proposed Lot 1B has 1.17 Acres. Using a pro–rata computation of drainage to area, it is computed that proposed Lot 1A shall be required to detain a minimum of 2,042.68 cubic feet and proposed Lot 1B shall be required to detain a minimum of 2,114.99 cubic feet.

Detention for proposed Lot 1A shall be provided during the improvement of proposed tract in the form of drainage swales, landscaping improvements or other methods approved by the County and/or City of Mission. The tracts are large enough and planned impervious improvement small enough that detention may be accomplished simply by the green areas of the lots – the natural percolation. The subdivider understands that the County planning department or possibly the City's Engineering department may require a grading plan that must be approved by the City prior to the application for a building permit. This report only determines the volume to be detained by this development and computes the permissible rate of offsite discharge. Such grading plan must illustrate how the minimum volumes of required detention shall be accomplished. In addition, it is also noted that off–site discharge from this re–subdivision may not exceed 1.97 CFS.

No other drainage improvements to the roadway or bar ditch are planned at this time unless otherwise directed by the subdivision process.

Date: April 21, 2014

CERTIFICATION

By my signature below, I certify that this subdivision lies in a Flood Zone "C" – Areas of minimal flooding. (No shading) (Community–Panel No. 480334 0400 C – Map Revised November 16, 1982)

David Omar Salinas,
Registered Professional Engineer #71973
Registered Professional Land Surveyor #5782

DATE

COST ESTIMATE CHART

COST ESTIMATE	
PAVING IMPROVEMENTS:	$ N/A
DRAINAGE IMPROVEMENTS:	$ N/A
WATER DISTRIBUTION:	$ 2,054.00
SANITARY SEWER IMPROVEMENTS/OSSF:	$ 1,500.00
ESTIMACION DE COSTO	
PAVIMENTACION DE CALLES:	$ N/A
DRENAJE PLUVIAL:	$ N/A
SERVICIO DE AGUA POTABLE:	$ 2,054.00
SERVICIO DE DRENAJE SANITARIO:	$ 1,500.00

INDEX SHEET OF ALCANTAR–PEDROZA SUBDIVISION

SHEET 1	HEADING; INDEX; LOCATION MAP; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES & BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNERS DEDICATION, CERTIFICATION; AND ATTESTATION; CITY APPROVAL CERTIFICATE; CITY ENGINEER'S CERTIFICATE; APPROVAL BY COUNTY JUDGE; VICINITY MAP WITH ADDITIONAL DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE E.T.J. OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.D.D. CERTIFICATION; IRRIGATION DISTRICT CERTIFICATE OF APPROVAL; HIDALGO COUNTY RIGHT OF WAY DEPT. CERTIFICATE OF APPROVAL; HIDALGO COUNTY HEALTH DEPT. CERTIFICATE OF APPROVAL; REVISION NOTES.
SHEET 2	WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP; ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER FACILITIES, METHOD OF WATER SUPPLY AND SEWAGE DISPOSAL; SAMPLE OF LOG BORE FOR OSSF SYSTEM; TYPICAL WATER SERVICE CONNECTION; SUBDIVIDER'S CERTIFICATE AND STATEMENT; DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION; REVISION NOTES.

SALINAS ENGINEERING & ASSOCIATES
CONSULTING ENGINEERS & SURVEYORS
2221 DAFFODIL – McALLEN, TEXAS 78501
(956) 682–9081 (956) 686–1489 (FAX)

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

Raul E. Sesin, P.E., CFM
Planning Administrator

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 12-16-2014

PROPOSED **ORTIZ & RESENDEZ** SUBDIVISION, PRECINCT No. **4** .

ENGINEER: **GARZA & GARZA CONSULTING ENGINEERS** DEVELOPER: **JAVIER ORTIZ & ORLANDO RESENDEZ**

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **4** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **North of Curve Road approximately 200 feet West of Cesar Chavez Road**

SUBDIVISION LIES WITHIN THE: ☒ *ETJ of* **Edinburg** and was approved by the P & Z and City Commission of said City.

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **04-14-14** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

DRAINAGE DESIGN: **Drainage will be detained within the depressed area of the large lots. Contractor will re-construct Curve roadside ditch to County specifications.**

ROAD R.O.W. DEDICATION: **20 feet on Curve Road**

H.C.R.O.W. FINAL APPROVED DATE: **11-19-14** : By, **Joe Ochoa** PCT 4 R.O.W. AGENT

H.C.H.D FINAL APPROVAL DATE: **09-19-14** by: **Elizardo "Chardo" Ramos,** Environmental Health Division Manager

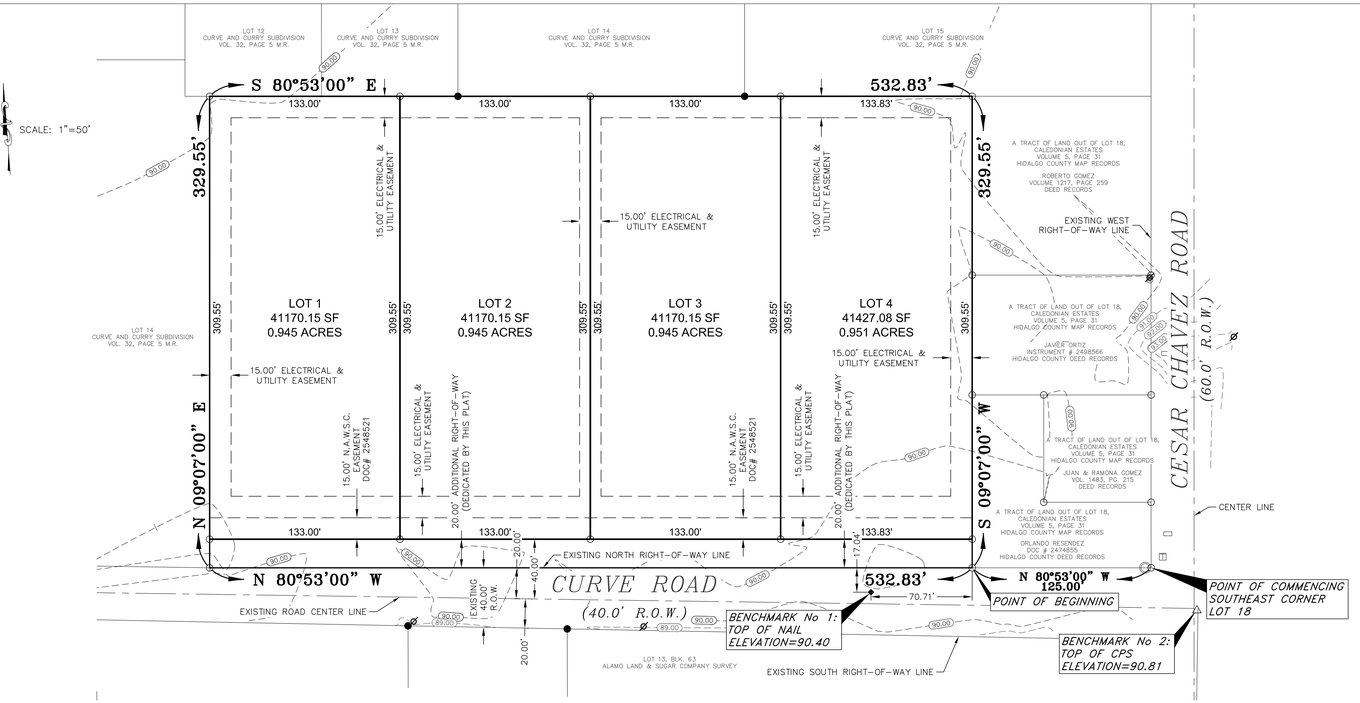
SEWER SYSTEM:
☒OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Jose Angel Gonzalez**
☒OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: **09-19-14**

WATER SERVICE PROVIDER: **N.A. W.S.C.** LINE SIZE: **8"** LOCATION: **Curve Road**

H.C.O.E.C. FINAL APPROVED DATE: **11-21-14 .**: By **Martin Ramirez, Director of Office of Environmental Compliance**
☒**LARGE CONSTRUCTION**
The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: **MAY 27, 2014**

STAFF RECOMMENDS:
☒ **Final Approval** *subject to recommendations other departments*
☐ **Final Approval** *with financial guarantee.*
This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules,
* *Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*



LEGEND

- ● – FOUND 1/2" IRON ROD
- ○ – SET 1/2" IRON ROD
- ◇ – FOUND 60-D NAIL
- △ – FOUND CPS
- ⌀ – POWER POLE
- ⊟ – TELEPHONE PEDESTAL
- ⊟ – ELECTRICAL BOX
- Ⓦ – WATER METER
- ◎ – IRRIGATION STAND PIPE
- -x—x- – FENCE
- –→~~– – DRAINAGE NATURAL FLOW

ELEVATIONS
- – NATURAL GROUND
- – EDGE OF PAVEMENT (TOP)
- – TOP OF ASPHALT

NORTH ALAMO WATER SUPPLY CORPORATION RIGHT OF WAY EASEMENT:

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (hereinafter called "Grantor" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (Hereinafter called "Grantee"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER, AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS, AND ASSIGNS, AN EXCLUSIVE PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND THEREAFTER USE, OPERATE, INSPECT, REPAIR MAINTAIN, REPLACE, AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS THE LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS OF THE PURPOSE FOR WHICH THE ABOVE MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE INSTALLED. IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE CITY, COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AND ADDITIONAL EASEMENT OVER AND ACROSS THE LAND SHOWN ON THIS PLAT FOR THE PURPOSE OF LATERALLY RELOCATE SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED. THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN, THUS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE AN EASEMENT FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR COVENANTS THAT IT IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS EXCEPT THE FOLLOWING: THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF THE SAID GRANTOR EXECUTED THIS INSTRUMENT

THIS____DAY OF_____, 2014.

JAVIER ORTIZ
7419 ELM STREET
HOUSTON, TX 77023

ORLANDO RESENDEZ
1521 AMERICA STREET
EDINBURG, TX 78542

INDEX OF SHEETS

SHEET 1	PLAT WITH LOT, EXISTING STREETS, EXISTING R.O.W.; AREA MAP; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; PRINCIPAL CONTACTS; HEADING; LEGAL DESCRIPTION (METES AND BOUNDS); PLAT NOTES AND RESTRICTIONS; OWNERS' ACKNOWLEDGMENT; N.A.W.S.C. EASEMENT; AND THE FOLLOWING CERTIFICATES: PUBLIC NOTARY, COUNTY PLAT APPROVAL, H.C.D.D. No. 1, HIDALGO COUNTY IRRIGATION DISTRICT No. 1, SURVEYOR'S, ENGINEER'S, H.C.H.D., CITY OF EDINBURG P&Z, AND CITY OF EDINBURG STAFF.
SHEET 2	UTILITY LAYOUT: WATER AND SANITARY SEWER SYSTEMS, DRAINAGE LAYOUT, DRAINAGE REPORT; ENGINEER'S CERTIFICATION

G E N E R A L P L A T N O T E S & R E S T R I C T I O N S

1. FLOOD ZONE DESIGNATION: ZONE "X" (SHADED) AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD. COMMUNITY-PANEL NUMBER 480334 0325 D EFFECTIVE DATE: JUNE 6, 2000 (REVISED TO REFLECT LOMR DATED MAY 17, 2001 CASE No. 01-06-1095P)

   THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN. COMMUNITY-PANEL NUMBER 480334 0325 D EFFECTIVE DATE: JUNE 6, 2000 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR HAVE IDENTIFIED NO OTHER AREAS AS SHOWN ON THIS PLAT ARE WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.

   CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2. SETBACKS:
   FRONT: 40.00 FEET (OR TO EASEMENT, WHICHEVER IS GREATER)
   REAR: 15.00 FEET (OR TO EASEMENT, WHICHEVER IS GREATER)
   SIDE: 6.00 FEET (OR TO EASEMENT, WHICHEVER IS GREATER)

3. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES: NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. (ANY OTHER NON-RESIDENTIAL USE SHALL REQUIRE PLANNING DEPARTMENT, THE OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4. MINIMUM FINISH FLOOR NOTE: MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CENTERLINE OF ROAD OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5. BENCHMARKS (B.M.): THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.

   B.M. NO. 1: ELEVATION=90.40, N.A.V.D. 83; DESCRIPTION: NAIL ALONG THE NORTH SIDE OF EXISTING PAVEMENT OF CURVE ROAD APPROXIMATELY 70.71 FEET WEST OF POINT OF BEGINNING.

   B.M. NO. 2: ELEVATION=90.81, N.A.V.D. 83; DESCRIPTION: COTTON-PICKER SPINDLE (C.P.S.) FOUND AT THE INTERSECTION OF CURVE ROAD WITH CESAR CHAVEZ ROAD.

6. DRAINAGE: IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 2,598 CUBIC-FEET OR 0.06 ACRE-FEET OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE DETAINED WITHIN DEPRESSED / GREEN AREAS OF PROPOSED LARGE LOTS.

7. ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

   A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.

   B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

   C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT

   D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY HEALTH DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.

   E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED, INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

8. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

9. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

10. JAVIER ORTIZ AND ORLANDO RESENDEZ, OWNERS & SUBDIVIDERS OF ORTIZ & RESENDEZ SUBDIVISION, RETAIN AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

11. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

12. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

13. ALL LOT CORNERS ARE SET 1/2 INCH IRON RODS.

14. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS REQUIRED BY TCEQ.

15. AN OFF-STREET PARKING LOT SITE PLAN AND DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR COMMERCIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

16. THE PURCHASER OF EACH LOT SHALL BE RESPONSIBLE TO INSTALL A DRIVEWAY CULVERT REINFORCED CONCRETE PIPE NOT LESS THAN 15 INCHES IN DIAMETER AND 24 FEET IN LENGTH.

17. THE DEVELOPER SHALL BE RESPONSIBLE TO PAY 100% OF THE PARKLAND FEE OF $600.00 PER LOT PRIOR TO THE RECORDING OF THIS SUBDIVISION.

PRINCIPAL CONTACTS:

	NAME		ADDRESS	PHONE(S)
OWNER:	JAVIER ORTIZ		7419 ELM STREET – HOUSTON, TEXAS 77023	(713) 705-6678
OWNER:	ORLANDO RESENDEZ		1521 AMERICA STREET – EDINBURG, TEXAS 78542	(956) 207-4333
ENGINEER:	INEZ B. GARZA JR.	P.E.	3011 SAN FELIPE ST. – SAN JUAN, TX 78589	(956) 905-2360
SURVEYOR:	JOSE MARIO GONZALEZ	R.P.L.S.	24593 FM 88 – MONTE ALTO, TX 78538	(956) 380-5154 (956) 380-5156

STATE OF TEXAS – COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I (WE), JAVIER ORTIZ & ORLANDO RESENDEZ, AS OWNERS OF THE 4.03 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED ORTIZ & RESENDEZ SUBDIVISION HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE OF STREETS, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE 232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;

(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;

(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND

(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

JAVIER ORTIZ
7419 ELM STREET
HOUSTON, TX 77023

ORLANDO RESENDEZ
1521 AMERICA STREET
EDINBURG, TX 78542

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED JAVIER ORTIZ AND ORLANDO RESENDEZ PROVED TO ME THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSES TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSED AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS_____DAY OF_____, 2014.

NOTARY PUBLIC MY COMMISSION EXPIRES

STATE OF TEXAS – COUNTY OF HIDALGO
PLAT APPROVAL CERTIFICATE
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE ORTIZ & RESENDEZ SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, 20___.

HIDALGO COUNTY JUDGE ATTEST: HIDALGO COUNTY CLERK

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE ORTIZ & RESENDEZ SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER ON _____, 20___.

HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER

DRAINAGE DISTRICT CERTIFICATE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

BY DATE

HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 CERTIFICATE

THIS PLAT APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 ON THIS _____ DAY OF _____ 2014.

HIDALGO COUNTY IRRIGATION DISTRICT NO. ONE WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT IN THIS SUBDIVISION. ALSO THERE WILL NOT BE ANY PERMANENT STRUCTURES ON THE DISTRICT RIGHT-OF-WAYS AND/OR EASEMENTS.

PRESIDENT SECRETARY

STATE OF TEXAS – CITY OF EDINBURG
PLAT APPROVAL CERTIFICATE

I, THE UNDERSIGNED, MAYOR TO THE CITY OF EDINBURG, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

CITY MAYOR DATE ATTEST: CITY SECRETARY DATE

I, THE UNDERSIGN CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG, TEXAS HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISIONS REGULATIONS OF THE CITY WHEREIN MY APPROVAL IS REQUIRED.

PLANNING AND ZONING COMMISSION CHAIRMAN DATE

FILED RECORDED IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK
ON:_____AT_____AM/PM

AS INSTRUMENT NUMBER:_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY:_____DEPUTY CLERK.

SURVEYOR CERTIFICATE

I, THE UNDERSIGNED, CERTIFY THAT THE ABOVE PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.

JOSE MARIO GONZALEZ DATE
REG. PROFESSIONAL LAND SURVEYOR NO. 5571

STATE OF TEXAS – JOSE MARIO GONZALEZ – 5571 – REGISTERED PROFESSIONAL LAND SURVEYOR

ENGINEER CERTIFICATE

I, THE UNDERSIGNED, A REGISTERED ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

INEZ B. GARZA JR., P.E. DATE
REG. PROFESSIONAL ENGINEER NO. 60824

STATE OF TEXAS – INEZ B. GARZA JR. – 60824 – REGISTERED PROFESSIONAL ENGINEER

METES AND BOUNDS DESCRIPTION

A 4.03 ACRE TRACT OF LAND OUT OF LOT 18, CALEDONIAN ESTATES, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 5, PAGE 31, MAP RECORDS OF HIDALGO COUNTY, TEXAS, SAID 4.03 ACRE TRACT OF LAND BEING PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A ½" IRON ROD SET AT THE SOUTHEAST CORNER OF LOT 18, CALEDONIAN ESTATES, THENCE, N 80°53'00" W, WITH THE SOUTH LINE OF SAID LOT 18, THE NORTH RIGHT-OF-WAY LINE OF CURVE ROAD, A DISTANCE OF 125.00 FEET TO A ½" IRON ROD SET FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND AND THE POINT OF BEGINNING;

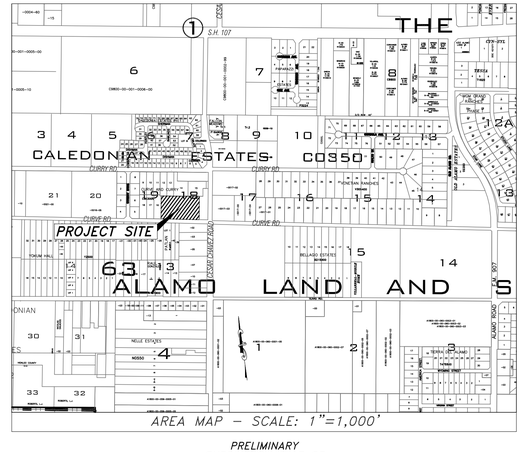
THENCE, N 80°53'00" W, WITH THE SOUTH LINE OF SAID LOT 18, THE NORTH RIGHT-OF-WAY LINE OF CURVE ROAD, A DISTANCE OF 532.83 FEET TO A ½ INCH ROD SET AT THE SOUTHEAST CORNER OF LOT 14, CURVE AND CURRY SUBDIVISION AS RECORDED IN VOLUME 32 PAGE 5 MAP RECORDS FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE, N 09°07'00" E, WITH THE EAST LINE OF SAID LOT 14, CURVE AND CURRY SUBDIVISION, A DISTANCE OF 329.55 FEET TO A ½ INCH ROD SET AT THE SOUTH LINE OF LOT 12 OF THE SAID CURVE AND CURRY SUBDIVISION FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND;

THENCE, S 80°53'00" E, WITH THE SOUTH LINE OF LOTS 12 THRU 15, CURVE AND CURRY SUBDIVISION, A DISTANCE OF 532.83 FEET TO A ½ INCH ROD SET FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND;

THENCE, S 09°07'00" W, A DISTANCE OF 329.55 FEET TO THE POINT OF BEGINNING; CONTAINING 4.03 ACRES OF LAND, MORE OR LESS.

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY: ORTIZ & RESENDEZ SUBDIVISION, IS LOCATED WITHIN HIDALGO COUNTY PRECINCT No. 4 IN THE NORTHEASTERN SIDE OF HIDALGO COUNTY, ALONG THE NORTH SIDE OF CURVE ROAD APPROXIMATELY 125 FEET WEST OF CESAR CHAVEZ ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG, ACCORDING TO THE U.S. CENSUS BUREAU, THE POPULATION IS 72,424 – 2010 CENSUS. ORTIZ & RESENDEZ SUBDIVISION LIES APPROXIMATELY 3,200 FEET (0.61 MILES) FROM EDINBURG'S CITY LIMITS AND IS WITHIN THE CITY'S 2-MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021.



PRELIMINARY
SUBDIVISION PLAT OF

ORTIZ & RESENDEZ

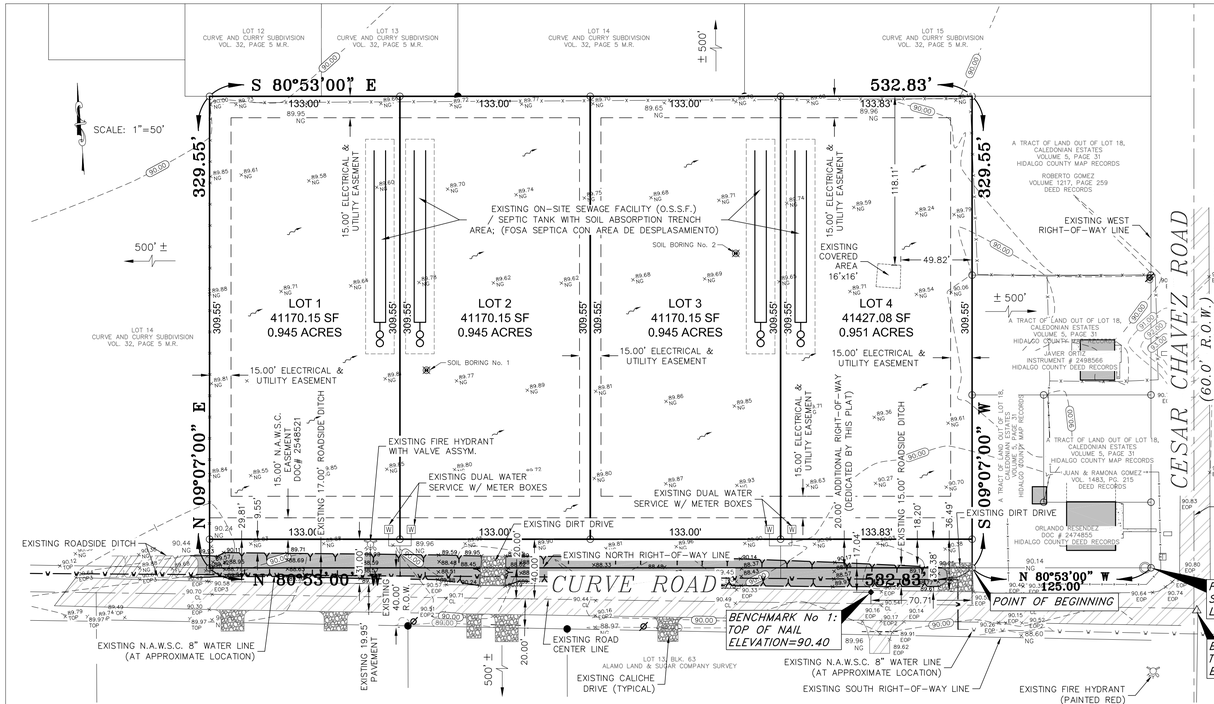
A 4.03 ACRE TRACT OF LAND OUT OF LOT 18, CALEDONIAN ESTATES, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 5, PAGE 31, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

RIO DELTA SURVEYING
24593 FM 88, MONTE ALTO, TX 78538
(TEL) 956-380-5154 (FAX) 956-380-5156
EMAIL: MARIO@RIODELTASURVEYING.COM
TBPLS FIRM # 10013900

GARZA-GARZA CONSULTING ENGINEERS
FIRM REGISTRATION No. F-004983
3011 SAN FELIPE ST. - SAN JUAN, TX 78589
OFFICE: (956) 905-2360
CELL: (956) 451-4729

DATE OF PREPARATION: OCTOBER 20, 2014

CITY OF EDINBURG ETJ - HIDALGO COUNTY | PAGE: 1 OF 2



MAP OF WATER DISTRIBUTION, O.S.S.F., TOPOGRAPHY & DRAINAGE

LEGEND

- ● – FOUND 1/2" IRON ROD
- ○ – SET 1/2" IRON ROD
- ◇ – FOUND 60-D NAIL
- △ – FOUND CPS
- ⌀ – POWER POLE
- ☎ – TELEPHONE PEDESTAL
- E – ELECTRICAL BOX
- W – WATER METER
- ◎ – IRRIGATION STAND PIPE
- –x–x– – FENCE
- –~–~– – DRAINAGE NATURAL FLOW

ELEVATIONS

- +25.00 – NATURAL GROUND
- +25.00 – EDGE OF PAVEMENT (TOP)
- +25.00 – TOP OF ASPHALT

DRAINAGE STATEMENT
REVISED OCTOBER 20, 2014
PREPARED BY: INEZ B. GARZA JR., P.E.
ORTIZ & RESENDEZ SUBDIVISION
CITY OF EDINBURG E.T.J.
HIDALGO COUNTY, TEXAS

ORTIZ & RESENDEZ SUBDIVISION IS A (4) FOUR LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION CONSISTING OF A 4.03 ACRE (GROSS) TRACT OF LAND OUT OF LOT 18, CALEDONIAN ESTATES, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 5, PAGE 31, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

THE SUBDIVISION IS IN ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD AND PROTECTED BY LEVEES FROM 100-YEAR FLOOD, ACCORDING TO FEMA'S FLOOD INSURANCE RATE MAP COMMUNITY PANEL No. 480334 0325 D, MAP REVISED JUNE 6, 2000. (REVISED TO REFLECT LOMR DATED MAY 17, 2001 CASE No. 01-06-1095P)

ACCORDING TO THE SOIL SURVEY REPORT PREPARED FOR HIDALGO COUNTY BY THE U.S.D.A. SOIL CONSERVATION SERVICE, THE SITE CONSISTS OF HIDALGO SANDY CLAY LOAM (28) WITH 0 TO 1 % SLOPES. THIS SOIL IS WELL-DRAINED, SURFACE RUNOFF MODERATE, PERMEABILITY IS MODERATE TO HIGH, AND THE WATER CAPACITY IS HIGH.

THERE IS NO ROADSIDE DITCH ON FRONT OF THIS PROPERTY ALONG CURVE ROAD. EXISTING RUNOFF SHEET FLOWS OVERLAND TO A ROADSIDE DITCH ALONG THE SOUTH SIDE OF CURVE ROAD AND THEN FLOWS IN A NORTHEASTERLY DIRECTION TO AN EXISTING HIDALGO COUNTY IRRIGATION DISTRICT No. 1 DRAIN DITCH, APPROXIMATELY 1,500 FEET FROM THIS PROPERTY. STORM WATER IS THEN CONVEYED TO THE SOUTH MAIN DRAIN, MAIN FLOODWATER CHANNEL, AND TO A FINAL OUTFALL AT THE LAGUNA MADRE.

USING THE RATIONAL METHOD, WE HAVE DETERMINED THAT A 10-YEAR RAINFALL EVENT WILL GENERATE APPROXIMATELY 4.39 CFS OF STORM RUNOFF ON THIS PROPERTY. WE HAVE ALSO USED THE RATIONAL METHOD TO DETERMINE THAT THE IMPROVED SUBDIVISION WILL GENERATE AN ESTIMATED 6.78 CFS OF RUNOFF FOR THE SAME 10-YEAR RAINFALL EVENT.

IN ACCORDANCE WITH HIDALGO COUNTY'S AND CITY OF EDINBURG'S DRAINAGE REQUIREMENTS, WE HAVE CALCULATED THAT APPROXIMATELY 2,598 CF OR 0.06 AC-FT OF STORM RUNOFF WILL NEED TO BE DETAINED ONSITE. THIS RUNOFF WILL BE DETAINED WITHIN DEPRESSED / GREEN AREAS OF PROPOSED LARGE LOTS. ALSO, A ROADSIDE DITCH ALONG THE FRONT OF THIS PROPERTY WILL BE EXCAVATED TO CONNECT TO EXISTING ROADSIDE DITCH WEST OF THIS PROPERTY. OVERFLOW WILL BE RELEASED TO FOLLOW THE NATURAL DRAINAGE PATTERNS OF THE AREA. A DRAINAGE PLAN TO BE APPROVED BY THE CITY OF EDINBURG AND/OR BY HIDALGO COUNTY PLANNING DEPARTMENT BEFORE ISSUANCE OF A BUILDING PERMIT FOR EACH LOT.

BY MY SIGNATURE BELOW, I CERTIFY THAT THIS SUBDIVISION LIES IN FLOOD ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD AND PROTECTED BY LEVEES FROM 100-YEAR FLOOD. COMMUNITY-PANEL NO. 480334 0325 D, MAP REVISED JUNE 6, 2000 (REVISED TO REFLECT LOMR DATED MAY 17, 2001 CASE No. 01-06-1095P).

INEZ B. GARZA JR., P.E. — DATE
REG. PROFESSIONAL ENGINEER NO. 60824

STATE OF TEXAS · INEZ B. GARZA JR. · 60824 · REGISTERED PROFESSIONAL ENGINEER

SUBDIVIDER CERTIFICATION:

BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

WE, JAVIER ORTIZ AND ORLANDO RESENDEZ, SUBDIVIDERS OF ORTIZ & RESENDEZ SUBDIVISION HEREBY CERTIFY SEWER PERMITS HAVE BEEN PAID AND ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT TO HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

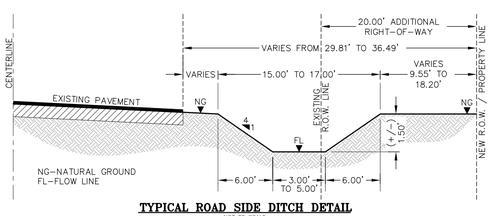
JAVIER ORTIZ
7419 ELM STREET
HOUSTON, TX 77023

ORLANDO RESENDEZ
1521 AMERICA STREET
EDINBURG, TX 78542

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED JAVIER ORTIZ AND ORLANDO RESENDEZ PROVED TO ME THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSES TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSED AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS_____DAY OF_____, 2014.

NOTARY PUBLIC — MY COMMISSION EXPIRES



TYPICAL ROAD SIDE DITCH DETAIL
NOT TO SCALE

FILED RECORDED IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK
ON:_____AT_____AM/PM

AS INSTRUMENT NUMBER:_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY:_____DEPUTY CLERK.

FINAL ENGINEERING REPORT FOR ORTIZ & RESENDEZ SUBDIVISION

WATER SUPPLY: DESCRIPTION, COSTS, AND OPERABILITY DATE

ORTIZ & RESENDEZ SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY CORPORATION ("NAWSC"). THE SUBDIVIDER, AND NAWSC HAVE ENTERED INTO A CONTRACT IN WHICH NAWSC HAS PROMISED TO RESERVE A WATER METER FOR EACH OF THESE LOTS AND TO PROVIDE SUFFICIENT WATER TO THIS SUBDIVISION FOR AT LEAST 30 YEARS AND NAWSC HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF ORTIZ & RESENDEZ SUBDIVISION. N.A.W.S.C. HAS AN EXISTING 8" (INCH) WATER LINE ON THE NORTH SIDE OF CURVE ROAD. THE LOTS WILL BE SERVICED BY (2) 1" (INCH) DIAMETER DUAL SERVICE LINES, THEN SPLITTING INTO A 3/4" (INCH) DIAMETER SINGLE SERVICE LINE GOING INTO THE METER BOX, TOTALING (4) METERS. IN ADDITION, A FIRE HYDRANT HAS BEEN INSTALLED ALONG THE NORTH SIDE OF CURVE ROAD IN THE AREA BETWEEN LOTS 1 AND 2. THE SUBDIVIDER HAS PAID A TOTAL OF $ 6,500.00 OR $ 1,625.00 PER LOT FOR THE CONSTRUCTION OF THE AFOREMENTIONED WATER DISTRIBUTION SYSTEM, WHICH IT HAS BEEN INSTALLED. IN ADDITION, THE SUBDIVIDER HAS PAID "N.A.W.S.C." A TOTAL OF $ 5,600.00, OR $ 1,400.00 PER LOT, AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT, WHICH COVERS THE COSTS OF WATER RIGHTS, WATER METERS, METER BOXES, WATER SUPPLY FEES, AND ALL OTHER FEES ASSOCIATED WITH WATER SUPPLY. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWER FACILITIES: DESCRIPTION, COSTS, AND OPERABILITY DATE

SEWAGE FOR ORTIZ & RESENDEZ SUBDIVISION WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITY ("OSSF") CONSISTING OF STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANKS AND DRAIN FIELDS ON THIS LOT. THE UNDERSIGNED PROFESSIONAL ENGINEER HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. THIS LOT HAS ADEQUATE AREA FOR A REPLACEMENT DRAINFIELD.

THE SEPTIC TANK SYSTEMS FOR ALL LOTS HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL. THE SUBDIVIDER HAS PAID A TOTAL OF $ 5,000.00 OR $ 1,250.00 PER LOT FOR THE SEPTIC TANK SYSTEM. THE PRICE IS INCLUDING THE COSTS FOR THE REQUIRED PERMITS AND LICENSES. THE SUBDIVIDER WILL INCLUDE THE COST OF A SEPTIC TANK SYSTEM IN THE SALE PRICE OF THE LOT.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL SUBDIVISION RULES ADOPTED UNDER SECTION 16.343, WATER CODE.

I CERTIFY THAT THE ACTUAL COSTS FOR THE INSTALLED WATER AND ON-SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITY: THESE FACILITIES ARE FULLY CONSTRUCTED, INCLUDING WATER METERS AND WATER METER BOXES. THE TOTAL COST FOR THIS WATER SYSTEM INCLUDING ALL N.A.W.S.C. FEES WAS $ 12,100.00, FOR THE ENTIRE SUBDIVISION, WHICH EQUALS TO $ 3,025.00 PER LOT.

SEWAGE FACILITIES: SEPTIC TANK SYSTEM ARE FULLY CONSTRUCTED AND THE TOTAL COST WAS $ 5,000.00 FOR THE ENTIRE SUBDIVISION, WHICH EQUALS TO $ 1,250.00 PER LOT (ALL INCLUSIVE).

INEZ B. GARZA JR., P.E. — DATE
REG. PROFESSIONAL ENGINEER NO. 60824

STATE OF TEXAS · INEZ B. GARZA JR. · 60824 · REGISTERED PROFESSIONAL ENGINEER

COST OF IMPROVEMENTS

ROADSIDE DITCH CONSTRUCTION	$ 1,000.00
WATER SERVICE INSTALLATION W/FEES	$ 7,100.00
FIRE HYDRANT	$ 5,000.00
SEPTIC TANK SYSTEM	$ 5,000.00
TOTAL	$ 18,100.00

THESE LOTS IN THIS PROPOSED SUBDIVISION ARE AT LEAST 1/2 ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A CLAY LOAM SOIL. AT LEAST TWO SOIL EXCAVATIONS WERE PERFORMED ON THE SITE, AT OPPOSITE ENDS OF THE PROPOSED DISPOSAL AREA. (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMITES AREA). THE SOIL IS A UNIFORM SANDY EXTENDING UP TO 36" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUNDWATER OR A RESTRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

CADA SOLAR MIDE POR LO MENOS MEDIO ACRE. SE HICIERON POR LO MENOS DOS ESCAVACIONES EN LUGARES OPUESTOS EN LA SUBDIVISION (ESCAVACIONES ADICIONALES NO FUERON NECESARIAS PORQUE EL TERRENO EN ESTA AREA ES SIGNIFICANTEMENTE UNIFORME) EL TERRENO ES UNIFORME (TERRENO ARCILLOS Y SUELOS LABRADOS) Y SE EXTIENDE A 36 PULGADAS BAJO TODAS LAS EXCAVACIONES PROPUESTAS. NO EXISTE EVIDENCIA DE AGUA 24 PULGADAS MAS ARRIBA DE LO MAS BAJO DE LAS EXCAVACIONES PROPUESTAS. EL AGUA EN ESTA AREA FLUYE BIEN.

REPORTE FINAL DE INGENIERIA PARA LA SUBDIVISION "ORTIZ & RESENDEZ SUBDIVISION"

PROVISION DE AGUA: DESCRIPCION, GASTOS Y FECHA DE INICIO

LA SUBDIVISION "ORTIZ & RESENDEZ SUBDIVISION" RECIBIRA SU PROVISION DE AGUA DE "NORTH ALAMO WATER SUPPLY CORPORATION" (LA COMPANIA DE AGUA NAWSC) ("NAWSC"). EL DUEÑO DE LA SUBDIVISION Y LA COMPANIA NAWSC HAN FIRMADO UN CONTRATO DONDE NAWSC HA PROMETIDO A RESERVAR UN MEDIDOR DE AGUA PARA CADA SOLAR, POR EL CUAL LA SUBDIVISION RECIBIRA SU PROVISION DE AGUA POR LOS PROXIMOS 30 AÑOS. NAWSC HA PRESENTADO DOCUMENTACION DEMONSTRANDO A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESSIBLE PARA SERVIR EN EL FUTURO A ESTE DESARROLLO DE ORTIZ & RESENDEZ SUBDIVISION. N.A.W.S.C. TIENE UNA LINEA DE AGUA DE 8" (PULGADAS) DE DIAMETRO EN EL LADO NORTE DE LA CALLE "CURVE". LOS SOLARES SERAN SERVIDOS POR (2) SERVICIOS DOBLES DE 1" (PULGADA) DE DIAMETRO QUE SE SEPARAN A SERVICIOS SINGULARES DE 3/4" (PULGADAS) DE DIAMETRO CONECTANDO ALA CAJA DEL MEDIDOR, CON UN TOTAL DE 4 MEDIDORES. SE A INSTALADO UNA TOMA DE FUEGO EN EL LADO NORTE DE LA CALLE "CURVE" EN EL AREA DEL MEDIO DE LOS SOLARES 1 Y 2. EL SUBDIVIDOR A PAGADO UNA CANTIDAD TOTAL DE $6,500.00 O $1,625.00 POR SOLAR, PARA LA CONSTRUCCION DE TODO EL SISTEMA DE AGUA YA MENCIONADO. EL SERVICIO DE AGUA CON LAS CAJAS DE MEDIDOR YA HAN SIDO INSTALADAS. EL SUBDIVIDOR TAMBIEN HA PAGADO HA "NAWSC" UNA SUMA DE $ 5,600.00 TOTAL, $ 1,400.00 POR SOLAR, COMO LO INDICA EL CONTRATO DE GARANTIA DE SERVICIO DE AGUA POR 30 AÑOS DE NAWSC, QUE INCLUYE LOS COSTOS DE DERECHOS DE AGUA, LOS MEDIDORES DE AGUA, LAS CAJAS PARA LOS MEDIDORES, CUOTAS DE SERVICIO DE AGUA, Y CUALQUIER OTRO TIPO DE CUOTAS RELACCIONADAS CON EL SERVICIO DE AGUA. TODO EL SISTEMA DE SERVICIO DE AGUA HA SIDO APROBADO Y ACEPTADO POR "NAWSC" Y TAMBIEN, EL SISTEMA DE DISTRIBUCION DE AGUA ESTA FUNCIONANDO DESDE LA FECHA QUE ESTE MAPA O "PLAT" FUE REGISTRADO.

DRENAJE: DESCRIPCION, GASTOS Y FECHA DE INICIO

EL SISTEMA DE DRENAJE PARA ORTIZ & RESENDEZ SUBDIVISION ES DE FOSAS SEPTICAS EN CADA SOLAR. CADA SISTEMA DE FOSA SEPTICA CONSISTE DE UN TANQUE SEPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA ESTE SOLAR. EL INGENIERO AUTOR DE ESTE DOCUMENTO HA EVALUADO EL AREA DONDE SE ENCUENTRA LA SUBDIVISION Y HA PREPARADO UN REPORTE QUE CONCLUYE QUE ESTE TERRENO ES ADECUADO PARA ESTAS FOSAS SEPTICAS ("OSSF"). EL REPORTE FUE APROBADO POR EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO (HIDALGO COUNTY HEALTH DEPARTMENT) SEGUN EL REPORTE ESTE SOLAR TIENE SUFICIENTE AREA PARA REMPLACAMIENTO DEL CAMPO DE DRENAJE.

EL SISTEMA SEPTICO PARA TODOS LOS SOLARES HAN SIDO INSTALADOS ANTES DEL TIEMPO DE APLICASION PARA APPROVASION FINAL DEL "PLAT". EL SUBDIVIDOR A PAGADO UNA CANTIDAD TOTAL DE $ 5,000.00 O $1,250.00 POR CADA SOLAR PARA LA INSTALACION DE EL SISTEMA SEPTICO. ESTE PRECIO YA INCLUYE LOS PERMISOS REQUERIDOS Y LICENSIAS. EL SUBDIVIDOR INCLUIRA EL COSTO DEL SISTEMA DE FOSA SEPTICA EN EL PRECIO DE VENTA DEL SOLAR.

CERTIFICACION:

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO, CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCION 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA DE TEXAS).

CERTIFICO QUE LOS GASTOS DE INSTALACION DE LOS SISTEMAS DE AGUA Y DE DRENAJE FUERON:

AGUA: EL SISTEMA/SERVICIO DE AGUA FUE INSTALADO Y COMPLETAMENTE CONSTRUIDO, INCLUYENDO LA INSTALACION DEL MEDIDOR DE AGUA CON CAJA. EL COSTO PARA ESTE SISTEMA INCLUYENDO TODAS LAS CUOTAS DE N.A.W.S.C. FUE UN TOTAL DE $ 12,100.00 PARA TODA LA SUBDIVISION, QUE ES IGUAL HA $ 3,025.00 POR SOLAR.

DRENAJE: LOS SISTEMAS DE LAS FOSAS SEPTICAS TAMBIEN HAN SIDO INSTALADAS Y COMPLETAMENTE CONSTRUIDAS CON UN TOTAL DE $ 5,000.00 PARA TODA LA SUBDIVISION, QUE ES IGUAL A $ 1,250.00 POR SOLAR (TODO INCLUSO).

INEZ B. GARZA JR., P.E. — DATE
REG. PROFESSIONAL ENGINEER NO. 60824

STATE OF TEXAS · INEZ B. GARZA JR. · 60824 · REGISTERED PROFESSIONAL ENGINEER

SOIL EVALUATION REPORT INFORMATION

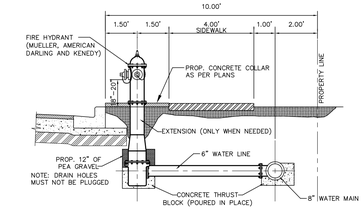
SOIL BORING NUMBER: 1

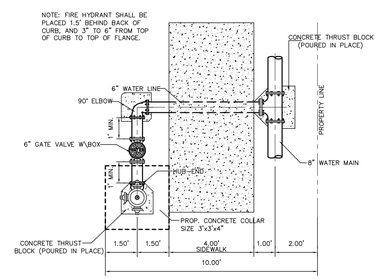
DEPTH (FEET)	TEXTURE CLASS	SOIL TEXTURE	STRUCTURE (FOR CLASS III BLOCKY, PLATY OR MASSIVE)	DRAINAGE (MOTTLES/ WATER TABLE)	RESTRICTIVE HORIZON	OBSERVATIONS
1	III	CLAY LOAM	N/A	NONE	NONE	SOIL SUITABLE FOR O.S.S.F.
2	III	CLAY LOAM	N/A	NONE	NONE	SOIL SUITABLE FOR O.S.S.F.
3	III	CLAY LOAM	N/A	NONE	NONE	SOIL SUITABLE FOR O.S.S.F.
4	III	CLAY LOAM	N/A	NONE	NONE	SOIL SUITABLE FOR O.S.S.F.
5	III	CLAY LOAM	N/A	NONE	NONE	SOIL SUITABLE FOR O.S.S.F.

SOIL EVALUATION REPORT INFORMATION

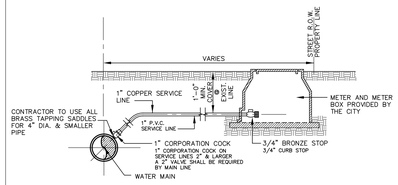
SOIL BORING NUMBER: 2

DEPTH (FEET)	TEXTURE CLASS	SOIL TEXTURE	STRUCTURE (FOR CLASS III BLOCKY, PLATY OR MASSIVE)	DRAINAGE (MOTTLES/ WATER TABLE)	RESTRICTIVE HORIZON	OBSERVATIONS
1	III	CLAY LOAM	N/A	NONE	NONE	SOIL SUITABLE FOR O.S.S.F.
2	III	CLAY LOAM	N/A	NONE	NONE	SOIL SUITABLE FOR O.S.S.F.
3	III	CLAY LOAM	N/A	NONE	NONE	SOIL SUITABLE FOR O.S.S.F.
4	III	CLAY LOAM	N/A	NONE	NONE	SOIL SUITABLE FOR O.S.S.F.
5	III	CLAY LOAM	N/A	NONE	NONE	SOIL SUITABLE FOR O.S.S.F.





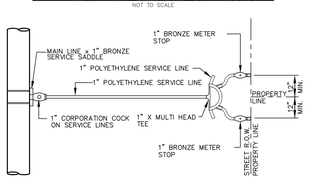
TYPICAL FIRE HYDRANT DETAIL
NOT TO SCALE



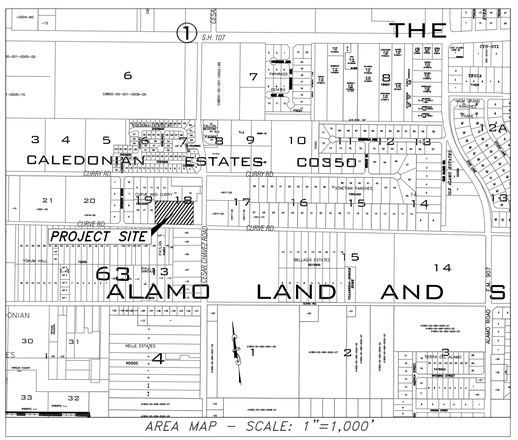
GENERAL NOTES :

1. DRAWINGS INDICATE COPPER SERVICE LINES.
2. FOR P.V.C. SERVICE LINES REFER TO SMALLER TYPE NOTES.
3. ALL COMPRESSION OR PACK TYPE FITTINGS & JOINTS REQUIRE STAINLESS STEEL INSERTS OF REQUIRED SIZE.
4. WATER SERVICE CONNECTIONS CROSSING A STREET SHALL BE ENCASED IN A 2" P.V.C. SCH40 CASING. LENGTH OF CASING SHALL BE WIDTH OF STREET PLUS 10.0 FEET.

TYPICAL WATER SERVICE CONNECTIONS
NOT TO SCALE



TYPICAL DUAL WATER SERVICE CONNECTION
NOT TO SCALE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CURBY RD
CURBY RD
CURBY RD

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

Raul E. Sesin, P.E., CFM
Planning Administrator

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 12-16-2014

PROPOSED **CARDINAL ISLAND** SUBDIVISION, PRECINCT No. **1** .

ENGINEER: **MELDEN & HUNT, INC.** DEVELOPER: **MORENO FAMILY LIMITED PARTNERSHIP, LTD.**

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **94** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **Northeast corner of FM 493 & FM 2812.**

SUBDIVISION LIES WITHIN THE: ☒*The rural area of the County*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **06-03-14** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

DRAINAGE DESIGN: **Storm Drainage Pipe System. Detention will be accomplished by the widening existing drain ditch along the north property line.**

ROAD R.O.W. DEDICATION: **20 feet on FM 493 and 20 feet on FM 2812**

H.C.R.O.W. FINAL APPROVAL DATE: **11-25-14** : By, **Roy Gonzalez** PCT 1 R.O.W. AGENT

H.C.H.D FINAL APPROVAL DATE: **10-29-14** by: **Elizardo "Chardo" Ramos,** Environmental Health Division Manager

SEWER SYSTEM: ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Jose Angel Gonzalez**

☒OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: **12-05-14**

WATER SERVICE PROVIDER: **N.A.W.S.C.** LINE SIZE: **8"** LOCATION: **FM 2812**

H.C.O.E.C. FINAL APPROVAL DATE: **11-10-14** .: By **Martin Ramirez, Director of Office of Environmental Compliance**

☒**LARGE CONSTRUCTION**

The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: **AUGUST 12, 2014**

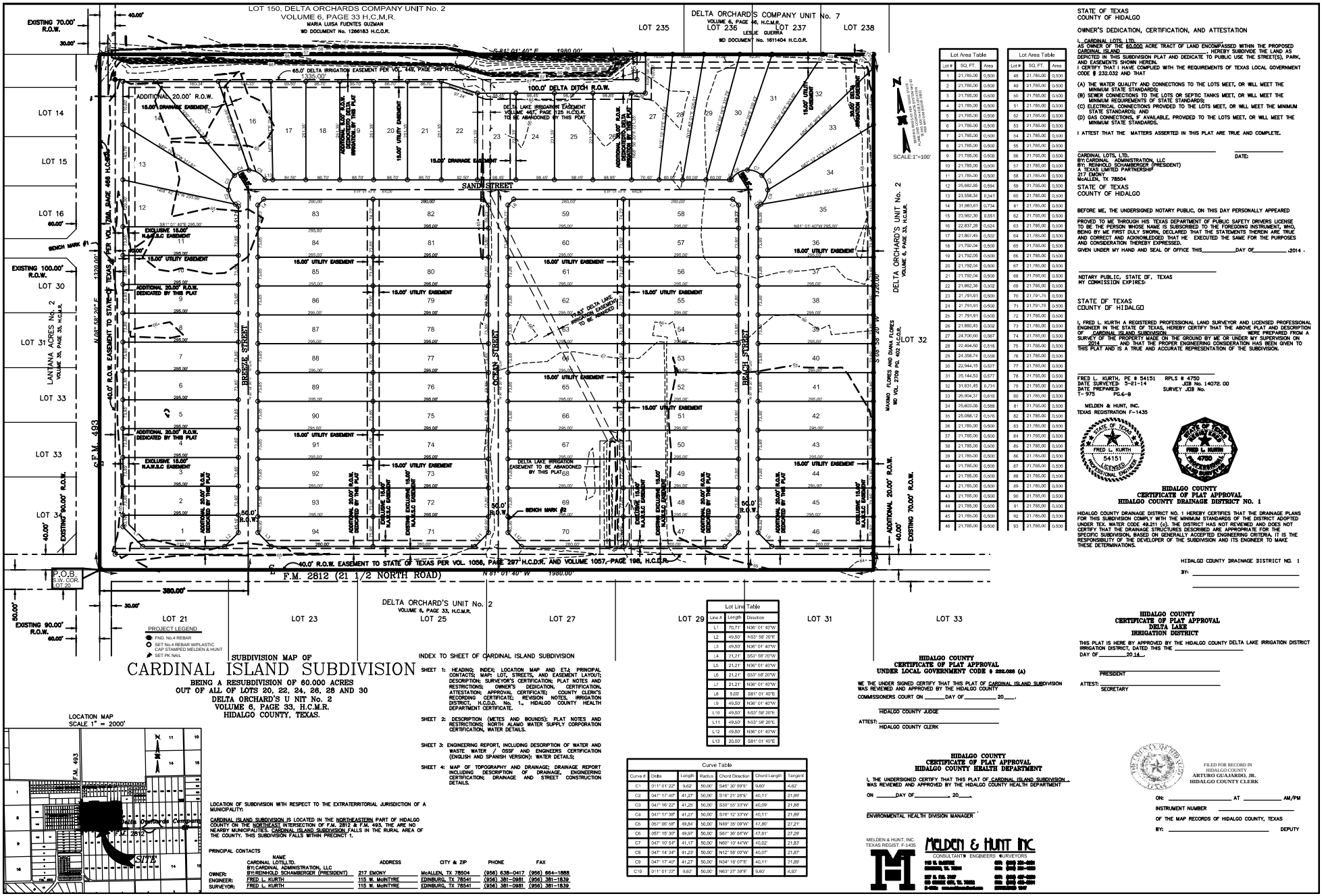
STAFF RECOMMENDS:

☐ **Preliminary Approval** *subject to comments and future recommendations by planning and other departments.*

☒ **Final Approval** *subject to recommendations other departments*

☐ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*



SUBDIVISION MAP OF CARDINAL ISLAND SUBDIVISION

BEING A RESUBDIVISION OF 60.000 ACRES
OUT OF ALL OF LOTS 20, 22, 24, 26, 28 AND 30
DELTA ORCHARD'S U NIT No. 2
VOLUME 6, PAGE 33, H.C.M.R.
HIDALGO COUNTY, TEXAS.

LOCATION MAP
SCALE 1" = 2000'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

CARDINAL ISLAND SUBDIVISION IS LOCATED IN THE NORTHEASTERN PART OF HIDALGO COUNTY ON THE NORTHEAST INTERSECTION OF F.M. 2812 & F.M. 493. THE ARE NO NEARBY MUNICIPALITIES. CARDINAL ISLAND SUBDIVISION FALLS IN THE RURAL AREA OF THE COUNTY. THIS SUBDIVISION FALLS WITHIN PRECINCT 1.

PRINCIPAL CONTACTS

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	CARDINAL LOTS,LTD. BY:CARDINAL ADMINISTRATION, LLC BY:REINHOLD SCHAMBERGER (PRESIDENT)	217 EMONY	McALLEN, TX 78504	(956) 638-0417	(956) 664-1588
ENGINEER:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839
SURVEYOR:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839

INDEX TO SHEET OF CARDINAL ISLAND SUBDIVISION

SHEET 1: HEADING; INDEX; LOCATION MAP AND ET.; PRINCIPAL CONTACTS; MAP; LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION; SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, ATTESTATION; APPROVAL CERTIFICATES; COUNTY CLERK'S RECORDING CERTIFICATE; REVISION NOTES, IRRIGATION DISTRICT, H.C.D.D. No. 1., HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE.

SHEET 2: DESCRIPTION (METES AND BOUNDS); PLAT NOTES AND RESTRICTIONS; NORTH ALAMO WATER SUPPLY CORPORATION CERTIFICATION, WATER DETAILS.

SHEET 3: ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER / OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION): WATER DETAILS;

SHEET 4: MAP OF TOPOGRAPHY AND DRAINAGE; DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE; ENGINEERING CERTIFICATION; DRAINAGE AND STREET CONSTRUCTION DETAILS.

Curve Table						
Curve #	Delta	Length	Radius	Chord Direction	Chord Length	Tangent
C1	011° 01' 22"	9.62'	50.00'	S45° 30' 59"E	9.60'	4.82'
C2	047° 17' 40"	41.27'	50.00'	S16° 21' 28"E	40.11'	21.89'
C3	047° 16' 22"	41.25'	50.00'	S31° 55' 33"W	40.09'	21.88'
C4	047° 17' 38"	41.27'	50.00'	S78° 12' 33"W	40.11'	21.89'
C5	057° 06' 58"	49.84'	50.00'	N49° 39' 09"W	47.80'	27.21'
C6	057° 15' 30"	49.97'	50.00'	S67° 36' 04"W	47.91'	27.29'
C7	047° 10' 54"	41.17'	50.00'	N60° 10' 44"W	40.02'	21.83'
C8	047° 14' 34"	41.23'	50.00'	N12° 58' 00"W	40.07'	21.87'
C9	047° 17' 40"	41.27'	50.00'	N34° 19' 07"E	40.11'	21.89'
C10	011° 01' 22"	9.62'	50.00'	N63° 27' 39"E	5.60'	4.82'

Lot Line Table		
Line #	Length	Direction
L1	70.71'	N36° 01' 40"W
L2	49.50'	N53° 58' 20"E
L3	49.50'	N36° 01' 40"W
L4	21.21'	S53° 58' 20"W
L5	21.21'	N36° 01' 40"W
L6	21.21'	S53° 58' 20"W
L7	21.21'	N36° 01' 40"W
L8	5.00'	S81° 01' 40"E
L9	49.50'	N36° 01' 40"W
L10	49.50'	N53° 58' 20"E
L11	49.50'	N53° 58' 20"E
L12	49.50'	N36° 01' 40"W
L13	20.00'	S81° 01' 40"E

Lot Area Table		
Lot #	SQ. FT.	Area
1	21,785.00	0.500
2	21,785.00	0.500
3	21,785.00	0.500
4	21,785.00	0.500
5	21,785.00	0.500
6	21,785.00	0.500
7	21,785.00	0.500
8	21,785.00	0.500
9	21,785.00	0.500
10	21,785.00	0.500
11	21,785.00	0.500
12	25,882.65	0.594
13	23,558.34	0.541
14	31,983.61	0.734
15	23,982.39	0.551
16	22,837.28	0.524
17	21,867.45	0.502
18	21,792.04	0.500
19	21,792.05	0.500
20	21,792.04	0.500
21	21,792.04	0.500
22	21,862.38	0.502
23	21,791.01	0.500
24	21,791.01	0.500
25	21,791.01	0.500
26	21,880.45	0.502
27	24,700.60	0.567
28	22,404.50	0.516
29	24,358.74	0.559
30	22,944.15	0.527
31	25,144.53	0.577
32	31,831.45	0.731
33	26,904.37	0.618
34	25,803.08	0.592
35	25,068.12	0.576
36	21,785.00	0.500
37	21,785.00	0.500
38	21,785.00	0.500
39	21,785.00	0.500
40	21,785.00	0.500
41	21,785.00	0.500
42	21,785.00	0.500
43	21,785.00	0.500
44	21,785.00	0.500
45	21,785.00	0.500
46	21,785.00	0.500

Lot Area Table		
Lot #	SQ. FT.	Area
48	21,785.00	0.500
49	21,785.00	0.500
50	21,785.00	0.500
51	21,785.00	0.500
52	21,785.00	0.500
53	21,785.00	0.500
54	21,785.00	0.500
55	21,785.00	0.500
56	21,785.00	0.500
57	21,785.00	0.500
58	21,785.00	0.500
59	21,785.00	0.500
60	21,785.00	0.500
61	21,785.00	0.500
62	21,785.00	0.500
63	21,785.00	0.500
64	21,785.00	0.500
65	21,785.00	0.500
66	21,785.00	0.500
67	21,785.00	0.500
68	21,785.00	0.500
69	21,791.75	0.500
70	21,791.75	0.500
71	21,791.75	0.500
72	21,785.00	0.500
73	21,785.00	0.500
74	21,785.00	0.500
75	21,785.00	0.500
76	21,785.00	0.500
77	21,785.00	0.500
78	21,785.00	0.500
79	21,785.00	0.500
80	21,785.00	0.500
81	21,785.00	0.500
82	21,785.00	0.500
83	21,785.00	0.500
84	21,785.00	0.500
85	21,785.00	0.500
86	21,785.00	0.500
87	21,785.00	0.500
88	21,785.00	0.500
89	21,785.00	0.500
90	21,785.00	0.500
91	21,785.00	0.500
92	21,785.00	0.500
93	21,785.00	0.500

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, CARDINAL LOTS, LTD.
AS OWNER OF THE 60.000 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED CARDINAL ISLAND , HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET(S), PARK, AND EASEMENTS SHOWN HEREIN.
I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

CARDINAL LOTS, LTD. DATE:
BY:CARDINAL ADMINISTRATION, LLC
BY: REINHOLD SCHAMBERGER (PRESIDENT)
A TEXAS LIMITED PARTNERSHIP
217 EMONY
McALLEN, TX 78504

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED

PROVED TO ME THROUGH HIS TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVERS LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS_____DAY OF_____.2014 .

NOTARY PUBLIC, STATE OF, TEXAS
MY COMMISSION EXPIRES:

STATE OF TEXAS
COUNTY OF HIDALGO

I, FRED L. KURTH A REGISTERED PROFESSIONAL LAND SURVEYOR AND LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF CARDINAL ISLAND SUBDIVISION, WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON 2014 AND THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AND IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION.

FRED L. KURTH, PE # 54151 RPLS # 4750
DATE SURVEYED: 5-21-14 JOB No. 14072. 00
DATE PREPARED: SURVEY JOB No.
T- 975 PG.6-8

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE 49.211 (c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
BY: _____

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
DELTA LAKE
IRRIGATION DISTRICT

THIS PLAT IS HERE BY APPROVED BY THE HIDALGO COUNTY DELTA LAKE IRRIGATION DISTRICT, DATED THIS THE _____ DAY OF _____20 14 .

PRESIDENT
ATTEST: _____
SECRETARY

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028 (A)

WE THE UNDER SIGNED CERTIFY THAT THIS PLAT OF CARDINAL ISLAND SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____DAY OF_____ 20___.

HIDALGO COUNTY JUDGE
ATTEST: _____
HIDALGO COUNTY CLERK

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO COUNTY HEALTH DEPARTMENT

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF CARDINAL ISLAND SUBDIVISION , WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT

ON _____DAY OF_____, 20___.

ENVIRONMENTAL HEALTH DIVISION MANAGER

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY

MELDEN & HUNT, INC.
TEXAS REGIST. F-1435

MELDEN & HUNT INC
CONSULTANTS ENGINEERS SURVEYORS

Y:\Land Development\Residential\Hidalgo County\14072 - Cardinal Island\14072.00 - Plat Development\AutoCad Files\DWG\CARDINAL ISLAND.dwg, 7/10/2014 2:14:03 PM, ciro,

RIGHT OF WAY EASEMENT

KNOWN ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS AND ASSIGNS, A PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND LAY AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS LANDS SHOWN ON THIS PLAT; TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE FOR WHICH THE ABOVE-MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH THE CENTER LINE THEREOF BEING THE PIPELINE INSTALLED.

IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE COUNTY OR STATE HEREAFTER WDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND DESCRIBED ABOVE FOR THE PURPOSE OF LATERALLY RELOCATING SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED.

THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN. THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE A COVENANT RUNNING WITH THE LAND FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR COVENANTS THAT SHE IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS, EXCEPT THE FOLLOWING:

THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF THE TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF, THE SAID GRANTOR HAS EXECUTED THIS INSTRUMENT THE

_____ DAY OF _____ 20 ___.

_____
(GRANTOR'S SIGNATURE)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 20 ___.

_____
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES:

DESCRIPTION OF CARDINAL ISLAND SUBDIVISION

METES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 60.00 ACRES, SITUATED IN THE COUNTY OF HIDALGO, TEXAS, COMPRISED OF ALL OF LOTS 20, 22, 24, 26, 28 AND 30 OUT OF DELTA ORCHARD'S UNIT No. 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 6, PAGE 33, HIDALGO COUNTY MAP RECORDS, SAID 60.000 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A PK NAIL SET FOR THE SOUTHWEST CORNER OF SAID LOT 20, AND THE INTERSECTION OF F.M. 493 AND F.M. 2812 FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE, N 08° 58' 20" E ALONG THE WEST LINE OF SAID LOT 20 AND WITHIN F.M. 493 RIGHT-OF-WAY, A DISTANCE OF 1320.00 FEET TO A PK NAIL SET FOR THE NORTHWEST CORNER OF SAID LOT 20, AND THE NORTHWEST CORNER OF THIS TRACT;

THENCE, S 81° 01' 40" E ALONG THE NORTH LINE OF SAID LOTS 20, 22, 24, 26, 28 AND 30 AND WITHIN THE DELTA IRRIGATION EASEMENT VOLUME 449, PAGE 349 H.C.M.R., AT A DISTANCE OF 40.00 FEET PASS THE EAST RIGHT-OF-WAY OF F.M. 493, AND CONTINUING A TOTAL DISTANCE OF 1980.00 FEET TO AN No. 4 REBAR FOUND FOR THE NORTHEAST CORNER OF SAID LOT 30 AND THE NORTHEAST CORNER OF THIS TRACT;

THENCE, S 08° 58' 20" W ALONG THE EAST LINE OF SAID LOT 30, AT A DISTANCE OF 1280.00 FEET PASS A No. 4 REBAR FOUND ON THE NORTH RIGHT-OF-WAY LINE OF F.M. 2812 AND CONTINUE 1320.00 FEET TO PK NAIL SET ON THE SOUTHEAST CORNER OF SAID LOT 30 FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE, N 81° 01' 40" W ALONG THE SOUTH LINE OF LOTS 30, 28, 26, 24, 22, AND 20 AND WITHIN THE F.M. 2812 RIGHT-OF-WAY, A DISTANCE OF 1980.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 60.000 ACRES OF LAND OF WHICH 1.212 ACRES LIES WITHIN THE F.M. 493 RIGHT-OF-WAY AND 1.781 ACRES LIES WITHIN F.M. 2812 RIGHT-OF-WAY LEAVING 57.007 ACRES MORE OR LESS.

GENERAL PLAT NOTES & RESTRICTIONS:
HIDALGO COUNTY GENERAL SUBDIVISION PLAT NOTES

1. FLOOD ZONE STATEMENT: FLOOD ZONE DESIGNATION: ZONE "X"(UNSHADED) "AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN COMMUNITY-PANEL NO. 480334 0350 C EFFECTIVE DATE: JUNE 6, 2000 REVISED TO REFLECT MAY 17, 2001.

   THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN.
   COMMUNITY-PANEL NO. 480334 0350 C EFFECTIVE DATE: MAY 17, 2001 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR HAVE IDENTIFIED NO OTHER AREAS AS SHOWN ON THIS PLAT ARE WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.
   CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2. SETBACKS:
   FRONT: 25.00 FEET.
   REAR: 15.00 FEET OR EASEMENT WHICHEVER IS GREATER
   SIDE: 6.00 FEET OR EASEMENT WHICHEVER IS GREATER
   CORNER SIDE: 10.00 FEET CORNER GARAGE SIDE: 18.00 FEET
   CORNER GARAGE FRONT: 18.00 FEET
   CORNER SIDE WHERE R.O.W. IS GREATER THAN 50.00 FEET: 20.00 FEET

3. NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISHED FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
   -->B.M. NO. 1-ELEV. 64.31 N.G.V.D. 29 DESCRIPTIONS: SQUARE CUT FOUND ON CONCRETE CULVERT ALONG THE EAST SIDE OF F.M. 493 AND APPROXIMATELY 788.00 FEET NORTH OF F.M. 2812. N: 16661305.63, E: 1139469.62.
   -->B.M. NO. 2-ELEV. 67.45 N.G.V.D. 29 DESCRIPTIONS: 2'X2' CONCRETE SLAB SET APPROXIMATELY 2.00 FEET FROM THE NORTHWEST CORNER OF LOT 70 OF THIS SUBDIVISION. N: 16660498.56 E: 1140369.94.

6. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 58,653 CUBIC-FEET 1.346 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No. 3 FOR STORM SEWER IMPROVEMENTS.) THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOWN ABOVE IF IT'S DETERMINES AT THE DEVELOPMENT PERMIT STATE ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAT PLAT ENGINEER CONSIDERED FOR HIS CALCULATIONS OF THIS SUBDIVISION.

7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

8. EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

9. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

10. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR SCHOOLS, COMMERCIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

11. ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.

B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAIN FIELD SYSTEM.

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

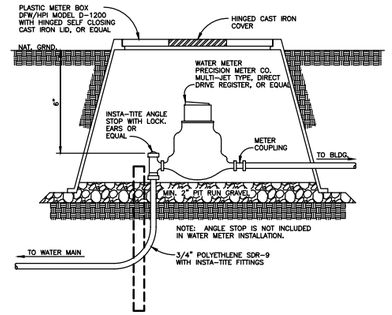
12. A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED WITHIN A DESIGNATED FLOOD ZONE. THE DESIGN SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING ITEMS:
    1. ANCHORING OF SEPTIC TANK(S)
    2. BACK FLOW VALVES
    3. SEPTIC TANK COVER SHALL BE ABLE TO SEAL.

13. THERE ARE NO VISIBLE WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION

14. CARDINAL LOTS, LTD.: THE OWNER & SUBDIVIDER OF CARDINAL ISLAND, RETAINS A BLANKET EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO.3 OF THIS PLAT.

15. NO ACCESS SHALL BE PERMITTED ON TO F.M. 493 AND F.M. 2812 (½ NORTH ROAD).

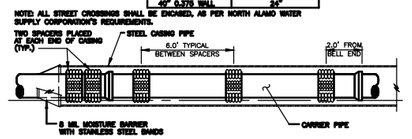
16. A BUFFER FENCE SHALL BE INSTALLED ALONG FM 493.



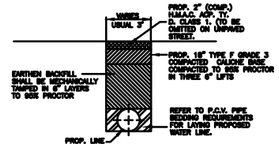
TYPICAL WATER METER INSTALLATION
N.T.S.

BORING INSTALLATION	
PIPE CASING SIZE	CARRIER PIPE SIZE
12" O.375 WALL	4"-6"
16" O.375 WALL	8"
18" O.375 WALL	10"
20" O.375 WALL	12"
24" O.375 WALL	14"
26" O.375 WALL	16"
32" O.375 WALL	18"
36" O.375 WALL	20"
40" O.375 WALL	24"

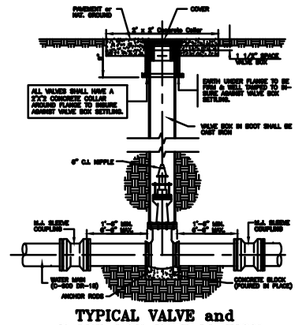
NOTE: ALL STREET CROSSINGS SHALL BE ENCASED, AS PER NORTH ALAMO WATER SUPPLY CORPORATION'S REQUIREMENTS.



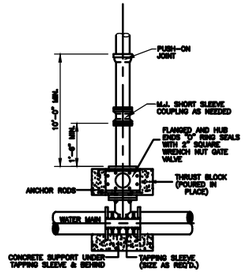
BORING and CASING DETAIL
N.T.S.



PAVED and UNPAVED STREET BACKFILL DETAIL
N.T.S.



TYPICAL VALVE and VALVE BOX INSTALLATION
N.T.S.



TAPPING SLEEVE and VALVE INSTALLATION
N.T.S.

SUBDIVISION MAP OF
CARDINAL ISLAND SUBDIVISION
BEING A RESUBDIVISION OF 60.000 ACRES
OUT OF ALL OF LOTS 20, 22, 24, 26, 28 AND 30
DELTA ORCHARD'S U NIT No. 2
VOLUME 6, PAGE 33, H.C.M.R.
HIDALGO COUNTY, TEXAS.

MELDEN & HUNT, INC.
TEXAS REGIST. F-1435

MELDEN & HUNT INC.
CONSULTANTS ENGINEERS SURVEYORS
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e-mail: mail@meldenhunt.com

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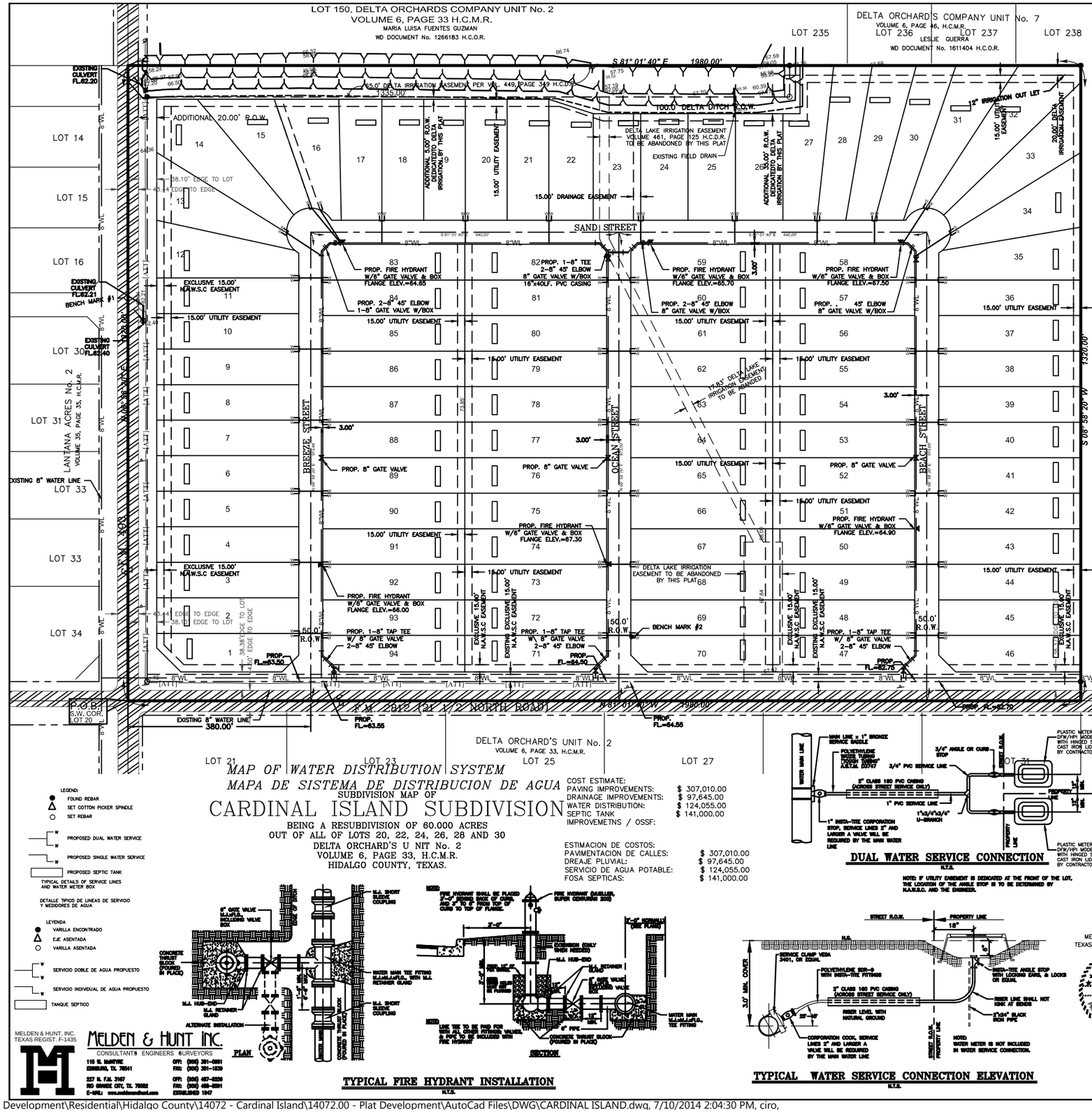


MAP OF WATER DISTRIBUTION SYSTEM
MAPA DE SISTEMA DE DISTRIBUCION DE AGUA

SUBDIVISION MAP OF

CARDINAL ISLAND SUBDIVISION

BEING A RESUBDIVISION OF 60.000 ACRES
OUT OF ALL OF LOTS 20, 22, 24, 26, 28 AND 30
DELTA ORCHARD'S U NIT No. 2
VOLUME 6, PAGE 33, H.C.M.R.
HIDALGO COUNTY, TEXAS.

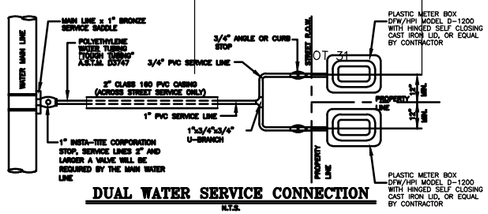
LEGEND:
- FOUND REBAR
- SET COTTON PICKER SPINDLE
- SET REBAR
- PROPOSED DUAL WATER SERVICE
- PROPOSED SINGLE WATER SERVICE
- PROPOSED SEPTIC TANK
- TYPICAL DETAILS OF SERVICE LINES AND WATER METER BOX
- DETALLE TIPICO DE LINEAS DE SERVICIO Y MEDIDORES DE AGUA
- LEYENDA
- VARILLA ENCONTRADO
- EJE ASENTADA
- VARILLA ASENTADA
- SERVICIO DOBLE DE AGUA PROPUESTO
- SERVICIO INDIVIDUAL DE AGUA PROPUESTO
- TANQUE SEPTICO

COST ESTIMATE:

PAVING IMPROVEMENTS:	$ 307,010.00
DRAINAGE IMPROVEMENTS:	$ 97,645.00
WATER DISTRIBUTION:	$ 124,055.00
SEPTIC TANK IMPROVEMETNS / OSSF:	$ 141,000.00

ESTIMACION DE COSTOS:

PAVIMENTACION DE CALLES:	$ 307,010.00
DREAJE PLUVIAL:	$ 97,645.00
SERVICIO DE AGUA POTABLE:	$ 124,055.00
FOSA SEPTICAS:	$ 141,000.00



DUAL WATER SERVICE CONNECTION
N.T.S.

NOTE: IF UTILITY EASEMENT IS DESIGNATED AT THE FRONT OF THE LOT, THE LOCATION OF THE ANGLE STOP IS TO BE DETERMINED BY N.A.W.S.C. AND THE ENGINEER.

TYPICAL FIRE HYDRANT INSTALLATION
N.T.S.

TYPICAL WATER SERVICE CONNECTION ELEVATION
N.T.S.

MELDEN & HUNT, INC.
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227 N. FM. 3167, RIO GRANDE CITY, TX. 78582 — OFF: (956) 487-5256 FAX: (956) 488-8091
E-MAIL: www.meldenandhunt.com — ESTABLISHED 1947

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS
FRED L. KURTH
54151
LICENSED
PROFESSIONAL ENGINEER

SCALE:1"=100'

FINAL WATER AND SEWER ENGINEERING REPORT FORMAT
(If you will be installing the Water Distribution System and OSSF prior to the subdivision receiving final approval.)

WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:
CARDINAL ISLAND SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

N.A.W.S.C. HAS AN EXISTING 8" DIAMETER WATER LINE RUNNING ALONG THE WEST SIDE OF THE RIGHT-OF-WAY OF F.M. 493 AND AN EXISTING 8" DIAMETER WATER LINE RUNNING WITHIN A EXCLUSIVE N.A.W.S.C. EASEMENT ALONG THE NORTH SIDE OF THE RIGHT-OF-WAY OF FM 2812. THE WATER SYSTEM FOR CARDINAL ISLAND SUBDIVISION CONSISTS OF A 8" DIAMETER WATER LINES THAT TAP INTO THE EXISTING 8" LINE WITHIN AN EXCLUSIVE 15 FOOT N.A.W.S.C. EASEMENT ALONG THE NORTH SIDE OF F.M. 2812. AN 8" WATER LINE CONNECT TO THE PREVIOUSLY MENTIONED 8" WATER LINE AT THE SOUTHWEST CORNER OF LOT 94 THEN RUNS NORTH ALONG THE EAST SIDE OF WEST STREET RIGHT-OF-WAY THEN TURN EAST AT THE NORTHWEST CORNER OF LOT 83 AND CONTINUES EAST ALONG THE SOUTH RIGHT-OF-WAY OF NORTH STREET THEN TURNING SOUTH AT THE NORTHEAST CORNER OF LOT 58 AND CONTINUES RUNS SOUTH ALONG THE WEST SIDE OF EAST STREET RIGHT-OF-WAY TAPPING INTO THE EXISTING 8" LINE ON THE NORTH SIDE OF FM 2812. ANOTHER 8" LINE TAPS INTO THE EXISTING 8" WATER LINE ALONG THE NORTH SIDE OF RIGHT-OF-WAY OF F.M. 2812 RUNNING NORTH ALONG THE WEST SIDE OF CENTER AVENUE, TAPPING TO THE PROPOSED 8" WATER LINE ALONG THE SOUTH RIGHT-OF-WAY OF NORTH STREET AT THE NORTHEAST CORNER OF LOT 82.

WATER DISTRIBUTION FOR THE CARDINAL ISLAND SUBDIVISION CONSISTS OF FORTY-SEVEN -1" DIAMETER DUAL SERVICE LINES RUN TO PAIRS OF LOTS BEFORE SPLITTING INTO ¾" DIAMETER SERVICE LINES. SAID SERVICES TERMINATE AT THE WATER METER BOXES FOR EACH LOT. THE 8" LINE, THE DUAL SERVICES, AND THE METER BOXES HAVE ALREADY BEEN INSTALLED, AT A TOTAL COST OF $124,055.00, OR $1,319.73 PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $00,000.00, WHICH COVERS THE $000.00 COST PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C. UPON REQUEST BY THE LOT OWNER, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE SUBDIVIDER HAS INSTALLED 5 FIRE HYDRANTS AT A UNIT COST OF $1,500.00 FOR A TOTAL COST OF $7,500.00. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT

SEWAGE FACILITIES DESCRIPTION; COST AND OPERABILITY DATES
SEWAGE FROM CARDINAL ISLAND SUBDIVISION WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAIN FIELD ON EACH LOT. THE UNDERSIGNED PROFESSIONAL ENGINEER HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. EACH LOT HAS ADEQUATE AREA FOR A REPLACEMENT DRAIN FIELD.

SOIL EVALUATION REPORT:
EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A SANDY LOAM SOIL FOR THE AREA. AT LEAST TWO SOIL EXCAVATIONS WERE PERFORMED ON THE SITE, AT OPPOSITE ENDS OF THE PROPOSED DISPOSAL AREA. (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMIT AREA). THE SOIL IS A UNIFORM SANDY LOAM EXTENDING UP TO 36" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUND WATER OR A RESTRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

THE COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS 1,500.00, INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSFS HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL AT A TOTAL COST OF $141,000.00. THE HIDALGO COUNTY HEALTH DEPARTMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF ON 01-02-2015

ENGINEER CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COSTS TO INSTALL THE WATER AND THE UNCONSTRUCTED ON-SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES – THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $83,650.00 WHICH EQUALS TO $1,327.77 PER LOT.

SEWAGE FACILITIES – SEPTIC SYSTEM IS ESTIMATED TO COST $1,500.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $141,000,000 FOR THE ENTIRE SUBDIVISION.

_____ _____
ENGINEER'S SIGNATURE DATE

FINAL WATER AND SEWER ENGINEERING REPORT IN SPANISH (WATER DISTRIBUTION SYSTEM AND OSSF BEING INSTALLED)
PROVISIÓN DE AGUA: DESCRIPCIÓN, GASTOS Y FECHAS DE INICIO

LA SUBDIVISIÓN CARDINAL ISLAND SUBDIVISION RECIBIRÁ SU PROVISIÓN DE AGUA DE NORTH ALAMO WATER SUPPLY CORPORATION (LA COMPAÑÍA DE AGUA (N.A.W.S.C.). EL DUEÑO DE LA SUBDIVISIÓN Y N.A.W.S.C. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRÁ SU PROVISIÓN DE AGUA POR LOS PRÓXIMOS 30 AÑOS. N.A.W.S.C. HA PRESENTADO DOCUMENTACIÓN PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISIÓN.

EL SISTEMA DE PROVISIÓN DE AGUA PARA LA SUBDIVISIÓN CARDINAL ISLAND CONSISTE DE UN CONDUCTO DE AGUA DE 8 PULGADAS DE DIÁMETRO QUE PASA POR EL LADO OESTE DEL DERECHO DE VÍA (RIGHT OF WAY) DE LA CARRETERA F.M. 493 Y UN CONDUCTO DE AGUA DE 8 PULGADAS DE DIÁMETRO QUE PASA POR EL LADO NORTE DEL DERECHO DE VÍA DE LA CARRETERA FM 2812 DENTRO DE UNA CONCESION EXCLUSIVO DE 15 PIES. EL SISTEMA DE PROVISIÓN DE AGUA DE LA SUBDIVISIÓN CARDINAL ISLAND CONSISTE DE UN CONDUCTO DE AGUA DE 8 PULGADAS DE DIÁMETRO QUE SE CONECTA CON EL CONDUCTO DE AGUA EXISTENTE DE 8 PULGADAS EN EL LADO NORTE DE F.M. 2812. OTRA LINEA DE 8 PULGADAS SE CONECTA A LA LINEA DE 8 PULGADAS PREVIAMENTE MENSIONADA EN EL LADO SUROESTE DEL LOTE 94 Y SIGUE HACIA EL NORTE POR EL LADO ESTE DE LA CALLE WEST STREET ASTA EL LOTE 83, LUEGO SIGUE HACIA AL ESTE EN EL LADO SUR DE LA CALLE NORTH STREET ASTA LA ESCINA NORTEESTE DE LOTE 58 LUEGO SIGUE AL SUR POR EL LADO OESTE DEL LA CALLE EAST DRIVE Y CONNECTANDO AL LA LINEA DE 8 PULGADAS EXITENTE EN EL LADO NORTE DE F.M. 2812. ORTA LINEA DE 8 PULGADAS SERÁ CONECTADO A LA LÍNEA DE AGUA EXISTENTE EN EL LADO NORTE DE F.M. 2812 EN LA ESCINA SUROESTE DE LOTE 71 Y SIGUE AL NORTE EN EL LADO OESTE DE LA CALLE CENTER DRIVE CONNECTANDO A LA LINE PROPUESTA DE 8 PULGADAS EN LA ESCINA NORTEESTE DE LOTE 82.

DEL CONDUCTO DE AGUA DE 8 PULGADAS SE PRODUCEN QUARENTA-SIETE DOBLE-CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO PARA CADA DOS LOTES. ESTOS CONDUCTOS SE SEPARAN PARA PRODUCIR DOS CONDUCTOS DE AGUA DE ¾ DE PULGADA DE DIÁMETRO PARA CADA LOTE. SE HAN INSTALADO LOS CONDUCTOS DE AGUA DE 8 PULGADAS DE DIÁMETRO, LOS DOBLE-CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO Y LOS MEDIDORES MECÁNICOS DE AGUA A UN COSTO TOTAL DE $ 124,055.00 O $ 1,319.73 POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA COMPAÑÍA N.A.W.S.C. $ 00,000.00, QUE CUBRE EL COSTO DEL MEDIDOR MECÁNICO DE AGUA PARA CADA LOTE, $000.00. ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACIÓN DE CADA MEDIDOR Y LOS GASTOS DE CONEXIÓN. CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑÍA N.A.W.S.C. LO INSTALARA SIN ALGÚN GASTO AL DUEÑO. EL DUEÑO DE LA SUBDIVISIÓN TAMBIEN HA INSTALADO 3 BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO DE $ 1,500.00 POR CADA UNO CUAL GASTA UNA CANTIDAD TOTAL $7,500.00. EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: DESCRIPCIÓN, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISIÓN

SE INSTALARA UNA FOSA SÉPTICA EN CADA SOLAR. ESTA FOSA SETICA CONSISTE DE UN TANQUE SÉPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA EL SOLAR. EL INGENIERO AUTOR DE ESTE DOCUMENTO HA EVALUADO EL ÁREA DONDE SE ENCUENTRA LA SUBDIVISIÓN Y HA PREPARADO UN REPORTE QUE CONCLUYE QUE ESTE TERRENO ES ADECUADO PARA ESAS FOSAS SÉPTICAS (OSSF). EL REPORTE FUE APROBADO POR EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO (HIDALGO COUNTY HEALTH DEPARTMENT) SEGÚN EL REPORTE.

CADA LOTE EN LA SUBDIVISIÓN MIDE MEDIO ACRE. SE HICIERON DOS ES EXCAVACIONES DE EVALUACIÓN EN LUGARES OPUESTOS EN LA SUBDIVISIÓN (EXCAVACIONES ADICIONALES NO FUERON NECESARIAS PORQUE EL TERRENO EN ESTA ÁREA ES SIGNIFICANTEMENTE UNIFORME). EL TERRENO ES UNIFORME (TERRENO ARCILLOSO Y SUELO FRANCO) Y SE EXTIENDE A 36 PULGADAS BAJO TODAS LAS EXCAVACIONES PROPUESTAS. NO EXISTE EVIDENCIA DE AGUA 24 PULGADAS MAS ARRIBA DE LO MAS BAJO DE LAS EXCAVACIONES PROPUESTAS. EL AGUA EN ESTA ÁREA FLUYE BIEN.

EL COSTO TOTAL PARA LA INSTALACIÓN DE UN SISTEMA INDIVIDUAL DE FOSAS SÉPTICAS POR SOLAR ES $ 1,500.00 DÓLARES, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS TODAS LAS FOSAS SEPTICAS HAN SIDO INSTALADAS EN EL PROCESO DE LA APROBACIÓN FINAL. A UN COSTO TOTAL DE $ 141,000.00. EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODOS LAS FOSAS SÉPTICAS Y AH APROBADO LA INSTALACIÓN DE LAS FOSAS SÉPTICAS DESDE (FECHA DE INSPECCIÓN).

CERTIFICACIÓN:
CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS MODEL SUBDIVISIÓN RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCIÓN 16.343 DEL TEXAS WATER CODE (CÓDIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA/SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MECÁNICO DE AGUA QUE COSTARA UN TOTAL DE $ 83,650 O $ 1,327.77 POR LOTE

DRENAJE: SE ESTIMA QUE LA FOSA SÉPTICA COSTARA $1,500.00 A UN COSTO TOTAL DE $141,000.00 TODA LA SUBDIVISIÓN.

_____ _____
ENGINEER'S SIGNATURE DATE

SUBDIVIDER CERTIFICATION

1. BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS AND OR WATER WELLS FOR EACH LOT(S) MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1. I, CARDINAL LOTS, LTD. SUBDIVIDER OF CARDINAL ISLAND SUBDIVISION HERE BY CERTIFY SEWER PERMITS HAVE BEEN PAID AND COPIES OF RECEIPTS ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT THAT ANY ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

_____
CARDINAL LOTS, LTD.
BY:CARDINAL ADMINISTRATION, LLC
BY: REINHOLD SCHAMBERGER (PRESIDENT)

STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED FRANZ R. SCHAMBERGER KNOWN TO ME THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO BE THAT HE EXECUTED THE SAME FOR PURPOSED AND CONSIDERATION THEREIN STATED,GEVEN UNDER MY HAND AND SEAL OF OFFICE

THIS THE _____DAY OF _____20_____.

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES_____

SHEET 3 OF 4 SHEETS

Y:\Land Development\Residential\Hidalgo County\14072 - Cardinal Island\14072.00 - Plat Development\AutoCad Files\DWG\CARDINAL ISLAND.dwg, 7/10/2014 2:04:30 PM, ciro,

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

Raul E. Sesin, P.E., CFM
Planning Administrator

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 12-16-2014

PROPOSED **VISTA RIDGE ACRES PHASE 5** SUBDIVISION, PRECINCT No. **1** .

ENGINEER FIRM : **QUINTANILLA, HEADLEY & ASSOCIATES** DEVELOPER: **JACK MCCLELLAND**

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **79** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **South of Mile 20 North Road between Mile 5 ½ Rd West and FM 88.**

SUBDIVISION LIES WITHIN THE: ☒ *The rural area of the County.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **12-27-13** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

DRAINAGE DESIGN: **Storm drainage pipe system and drainage will be accomplished by widening the existing drain ditch that is located ¼ mile South of property**

ROAD R.O.W. DEDICATION: **10 feet to the West & East side of Norene Drive, 30 feet to Mile 20 North Rd and 20 feet to Mile 5 ½ West Rd.**

H.C.R.O.W. FINAL APPROVAL DATE: **12-03-14** By, **Roy Gonzalez** Pct 1 R.O.W. AGENT

H.C.H.D. FINAL APPROVAL DATE: **11-12-14** By, **Elizardo Ramos, Environmental Health Division Manager**

☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Jose Angel Gonzalez**

SEWER SYSTEM: ☒OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: **11-12-14**

WATER SERVICE PROVIDER: **North Alamo Water Supply Corp** LINE SIZE: **8"** LOCATION: **Norene Dr & Mile 20 North Rd**

H.C.O.E.C. FINAL APPROVAL DATE: **12-03-14** : By **Ann De La Fuente, Administrative Assistant**

☒**LARGE CONSTRUCTION**

The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: **FEBRUARY 11, 2014**

STAFF RECOMMENDS:

☐ **Preliminary Approval with Variance Request** *subject comments and future recommendations by planning and other Departments.*

☒ **Final Approval** *subject to recommendations other departments*

☐ **Final Approval** *with financial guarantee.*

This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules,

* *Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*

SUBDIVISION PLAT OF:

VISTA RIDGE ACRES PHASE V

A 154.50 ACRE TRACT OF LAND BEING A PORTION OF LOT 4, AND ALL OF LOT 5, BLOCK 85, AND A PORTION OF LOTS 1, 2 AND 7, AND ALL OF LOT 8, BLOCK 86, MISSOURI–TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO GENERAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2516123, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 154.50 ACRE TRACT OF LAND BEING A PORTION OF LOT 4, AND ALL OF LOT 5, BLOCK 85, A PORTION OF LOTS 1, 2 AND 7, AND ALL OF LOT 8, BLOCK 86, MISSOURI–TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO GENERAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2516123, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A COTTON PICKER SPINDLE FOUND ON THE NORTH LINE OF LOT 4 AND IN THE CENTERLINE OF MILE 20 NORTH ROAD FOR THE NORTHWEST CORNER OF VISTA RIDGE ACRES PHASE II (RECORDED IN INSTRUMENT NUMBER 2101107, MAP RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHEAST CORNER OF THIS TRACT, SAID SPINDLE BEARS N 80°40' W, 880.19 FEET FROM THE NORTHEAST CORNER OF LOT 4.

THENCE; S 09°20' W, ALONG THE WEST LINE OF VISTA RIDGE ACRES PHASE II, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 20.00 FEET FOR THE SOUTH RIGHT OF WAY LINE OF MILE 20 NORTH ROAD, A TOTAL DISTANCE OF 1,320.00 FEET (MAP RECORD: 1,320.14 FEET) TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND ON THE SOUTH LINE OF LOT 4 AND THE NORTH LINE OF LOT 5 FOR THE SOUTHWEST CORNER OF VISTA RIDGE ACRES PHASE II AND AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 80°40' E, ALONG THE SOUTH LINE 4, THE NORTH LINE OF LOT 5, AND THE SOUTH LINE OF VISTA RIDGE ACRES PHASE II, A DISTANCE OF 880.19 FEET TO A 1/2" IRON ROD WITH CAP STAMPED MELDEN & HUNT, INC. FOUND FOR THE SOUTHEAST CORNER OF VISTA RIDGE ACRES PHASE II, THE SOUTHEAST CORNER OF LOT 4, THE NORTHEAST CORNER OF LOT 5 AND AN EXTERIOR CORNER OF THIS TRACT.

THENCE; S 09°20' W, ALONG THE EAST LINE OF LOT 5, A DISTANCE OF 1,320.18 FEET (MAP RECORD: 1,320.00 FEET) TO A POINT FOR THE SOUTHEAST CORNER OF LOT 5 AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 80°40' W, ALONG THE SOUTH LINE OF LOT 5, BLOCK 85, AND THE SOUTH LINE OF LOT 8, BLOCK 86, PASSING AT 1,320.20 FEET THE CENTERLINE OF NORENE DRIVE, A TOTAL DISTANCE OF 2,640.40 FEET TO A POINT FOR THE SOUTHEAST CORNER OF LOT 7, THE SOUTHWEST CORNER OF LOT 8 AND AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 09°20' E, ALONG THE EAST LINE OF LOT 7 AND THE WEST LINE OF LOT 8, A DISTANCE OF 195.16 FEET TO A 1/2" IRON ROD WITH CAP STAMPED MELDEN & HUNT, INC. FOUND FOR THE NORTHEAST CORNER OF THE NIEVES TAMEZ, JR. TRACT (A 5.0 ACRE TRACT OUT OF LOT 7, BLOCK 86, MISSOURI–TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1235202 AND WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1235203, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 80°41'15" W (DEED RECORD: N 80°40' W), ALONG THE NORTH LINE OF THE NIEVES TAMEZ, JR. TRACT, PASSING A 1/2" IRON ROD FOUND AT 1,300.00 FEET THE EAST RIGHT OF WAY LINE OF MILE 5 1/2 WEST ROAD, A TOTAL DISTANCE OF 1,320.00 FEET TO A COTTON PICKER SPINDLE FOUND ON THE WEST LINE OF LOT 7 AND IN THE CENTERLINE OF MILE 5 1/2 WEST ROAD FOR THE NORTHWEST CORNER OF SAID TRACT AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 09°39'42" E (MAP RECORD: N 09°20' E), ALONG THE WEST LINE OF LOTS 2 AND 7, AND THE CENTERLINE OF MILE 5 1/2 WEST ROAD, A DISTANCE OF 2,445.50 FEET (DEED RECORD: 2,445.31 FEET) TO A 5/8" IRON ROD WITH CAP STAMPED MELDEN & HUNT, INC. FOUND FOR THE NORTHWEST CORNER OF LOT 2 AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 80°40' E, ALONG THE NORTH LINE OF LOT 2 AND THE CENTERLINE OF MILE 20 NORTH ROAD, A DISTANCE OF 452.42 FEET TO A COTTON PICKER SPINDLE SET FOR THE NORTHWEST CORNER OF VISTA RIDGE ACRES PHASE III (RECORDED UNDER INSTRUMENT No. 2176399, MAP RECORDS, HIDALGO COUNTY, TEXAS) AND AN EXTERIOR CORNER OF THIS TRACT.

THENCE; S 09°40' W, ALONG THE WEST LINE OF VISTA RIDGE ACRES PHASE III, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 20.00 FEET FOR THE SOUTH RIGHT OF WAY LINE OF MILE 20 NORTH ROAD, A TOTAL DISTANCE OF 1,320.00 FEET (MAP RECORD: 1,320.14 FEET) TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND ON THE SOUTH LINE OF LOT 2 AND THE NORTH LINE OF LOT 7 FOR THE SOUTHWEST CORNER OF VISTA RIDGE ACRES PHASE III AND AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 80°40' E, ALONG THE SOUTH LINE OF LOTS 1 AND 2, THE NORTH LINE OF LOTS 7 AND 8, AND THE SOUTH LINE OF VISTA RIDGE ACRES PHASE III, A DISTANCE OF 1748.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR THE SOUTHEAST CORNER OF VISTA RIDGE ACRES PHASE III AND AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 09°20' E, ALONG THE WEST LINE OF VISTA RIDGE ACRES PHASE III, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 1,300.00 FEET FOR THE SOUTH RIGHT OF WAY LINE OF MILE 20 NORTH ROAD, A TOTAL DISTANCE OF 1,320.00 FEET (MAP RECORD: 1,320.14 FEET) TO A COTTON PICKER SPINDLE SET ON THE NORTH LINE OF LOT 1 AND IN THE CENTERLINE OF MILE 20 NORTH ROAD FOR THE NORTHEAST CORNER OF VISTA RIDGE ACRES PHASE III AND AN EXTERIOR CORNER OF THIS TRACT.

THENCE; S 80°40' E, ALONG THE NORTH LINE OF LOT 1, BLOCK 86, THE NORTH LINE OF LOT 4, BLOCK 85, AND THE CENTERLINE OF MILE 20 NORTH ROAD, PASSING AT 440.00 FEET THE CENTERLINE OF NORENE DRIVE, A TOTAL DISTANCE OF 880.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 154.50 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH VISTA RIDGE ACRES PHASE I, RECORDED IN INSTRUMENT NUMBER 1738765, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

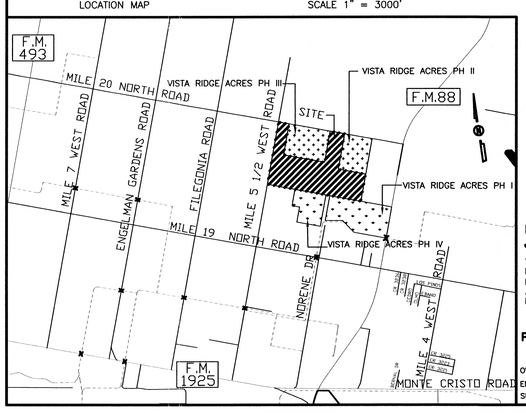
I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION.

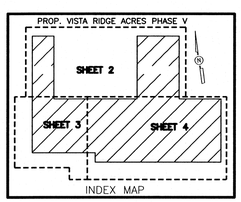
STATE OF TEXAS — ALFONSO QUINTANILLA — 4856 — REGISTERED PROFESSIONAL LAND SURVEYOR

ALFONSO QUINTANILLA
R.P.L.S. No. 4856

FEBRUARY 27, 2013
DATE

LOCATION MAP — SCALE 1" = 3000'





LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

VISTA RIDGE ACRES PHASE V, IS LOCATED IN EASTERN HIDALGO COUNTY ON THE WEST SIDE OF F.M. 88 AND ON THE SOUTH SIDE OF MILE 20 NORTH ROAD APPROXIMATELY 1,320 FEET WEST FROM SAID INTERSECTION. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF ELSA ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF ELSA (POPULATION 6,458). VISTA RIDGE ACRES, LIES APPROXIMATELY 1.57 MILES FROM THE CITY LIMITS AND FALLS IN THE RURAL AREA OF THE COUNTY, IT LIES IN PRECINCT No. 1.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	J&DMC PROPERTIES, LLC JOHN J. McCLELLAND, MANAGER	2614 W. FREDDY GONZALEZ DRIVE	EDINBURG, TX. 78539	(956)318-0956	(956)316-4547
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	381-0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	381-0527

PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X"
AREAS DETERMINED TO BE OUTSIDE 500–YEAR FLOOD PLAIN.

&

FLOOD ZONE DESIGNATION: ZONE "X" (SHADED)
AREAS OF 500–YEAR FLOOD; AREAS OF 100–YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREA PROTECTED BY LEVEES FROM 100–YEAR FLOOD.

COMMUNITY–PANEL NUMBER 480334 0350 C
MAP REVISED: NOVEMBER 16, 1982 (LOMR DATE MAY 17, 2001)

THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT–OF–WAY ARE WITHIN THE 100–YEAR FLOOD PLAIN. COMMUNITY–PANEL NO. 480334 0350 C EFFECTIVE DATE: NOVEMBER 16, 1982 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY,TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR HAVE IDENTIFIED NO OTHER AREAS AS SHOWN ON THIS PLAT ARE WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100–YEAR FLOOD PLAIN.

CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100–YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2.– LEGEND ● – DENOTES 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4856, UNLESS OTHERWISE NOTED.

3.– SETBACKS: MINIMUM REQUIREMENTS–OWNER MAY DESIGNATE STRICTER REQUIREMENTS.

FRONT (LOTS 92–120)	25.00 FEET
FRONT (LOTS 69–78 & 121–129)	35.00 FEET
FRONT (LOTS 130–147)	40.00 FEET
FRONT (LOTS 79–91)	45.00 FEET
REAR	35.00 FEET
SIDE	6.00 FEET
CORNER GARAGE FRONT	18.00 FEET
CORNER SIDE WHERE ROW IS GREATER THAN 50.00 FEET	20.00 FEET

OR EASEMENT WHICHEVER IS GREATER IN ALL CASES

4.– GENERAL NOTE FOR SINGLE FAMILY RESIDENCE
NO MORE THAN ONE–SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

5.– MINIMUM FINISHES' FLOOR NOTE: MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

6.– BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.

B.M. No.1: ELEV.=66.50 5/8" IRON ROD WITH CAP STAMPED MELDEN & HUNT INC FOUND AT THE NORTHWEST CORNER OF PROPOSED SUBDIVISION NAVD 88 DATUM.
B.M. No.2: ELEV.=65.90 FND. C.P.S. AT THE NORTHWEST CORNER OF LOT 4, BLOCK 85 AND OF PROPOSED SUBDIVISION NAVD 88 DATUM.

7.– DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 364,257.66 CUBIC –FEET 8.36 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS:
SEE DRAINAGE REPORT ON SHEET No. 8

8.– ON–SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON–SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY A SEPARATED DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPT MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE SOIL EVALUATOR HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

9.– THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

10.– J&DMC PROPERTIES, LLC JOHN J. McCLELLAND, MANAGER, THE OWNER & SUBDIVIDER OF VISTA RIDGE ACRES PHASE V, RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSED OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 7 OF THIS PLAT.

11.– NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE EASEMENT.

12.– EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

13.– ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

14.– DRAINAGE SWALE EASEMENTS NOTE: NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.

15.– AN OFF–STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR COMMERCIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

16.– NO COMMERCIAL USE SHALL BE ALLOWED ON ALL INTERNAL LOTS 90 THROUGH 119.

17.– THE PURCHASER OF EACH LOT SHALL BE RESPONSIBLE TO INSTALL DRIVEWAY CULVERT REINFORCED CONCRETE PIPE OF NO LESS THAN 15 INCHES IN DIAMETER AND 24 FEET IN LENGTH

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor"whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted, The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein, Thus agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above–described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this____ day of _____ 20___.

J&DMC PROPERTIES, LLC
JOHN J. McCLELLAND, MANAGER

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF VISTA RIDGE ACRES PHASE V WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, 20____.

ENVIRONMENTAL HEALTH DIVISION MANAGER — DATE

INDEX OF SHEETS

SHEET 1.– HEADING INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS: MAP: DESCRIPTION (METES AND BOUNDS): ENGINEER'S & SURVEYOR'S CERTIFICATION: PLAT NOTES AND RESTRICTIONS: OWNER'S DEDICATION, CERTIFICATION, ATTESTATION: COUNTY JUDGE CERTIFICATE: COUNTY CLERK'S RECORDING CERTIFICATE: H.C.D.D. No. 1 CERTIFICATION HIDALGO COUNTY HEATH DEPARTMENT CERTIFICATE: ENGLEMAN IRRIGATION DISTRICT CERTIFICATION: REVISION NOTES

SHEET 2.– MAP, HEADING INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS: MAP: LOT, STREETS, AND EASEMENT LAYOUT: LINE AND CURVE DATA: ENGINEER'S & SURVEYOR'S CERTIFICATION: COUNTY CLERK RECORDING CERTIFICATE, REVISION NOTES

SHEET 3.– MAP, HEADING INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS: MAP: LOT, STREETS, AND EASEMENT LAYOUT: LINE AND CURVE DATA: ENGINEER'S & SURVEYOR'S CERTIFICATION: COUNTY CLERK RECORDING CERTIFICATE, REVISION NOTES

SHEET 4.– MAP, HEADING INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS: MAP: LOT, STREETS, AND EASEMENT LAYOUT: LINE AND CURVE DATA: ENGINEER'S & SURVEYOR'S CERTIFICATION: COUNTY CLERK RECORDING CERTIFICATE, REVISION NOTES

SHEET 5.– ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEERING CERTIFICATION: CONSTRUCTION DETAILS, SUBDIVIDER CERTIFICATE & STATEMENT, COUNTY CLERK RECORDING CERTIFICATE & REVISION NOTES.

SHEET 6.– MAP OF WATER DISTRIBUTION SYSTEM, ENGINEER'S CERTIFICATION, COUNTY CLERK RECORDING CERTIFICATE, REVISION NOTES

SHEET 7.– DRAINAGE REPORT INCLUDING MAP OF TOPOGRAPHY, PAVING AND DRAINAGE SYSTEM, DETAILS AND ENGINEER'S CERTIFICATION, COUNTY CLERK RECORDING CERTIFICATE, REVISION NOTES

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
PHONE 956–381–6480
FAX 956–381–0527
ENGINEERING REGISTRATION NUMBER F–1513
SURVEYING REGISTRATION NUMBER 100411–00
office@qhaengineering.com

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, J&DMC PROPERTIES, LLC JOHN J. McCLELLAND, MANAGER, AS OWNER OF THE 154.50 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED VISTA RIDGE ACRES PHASE V, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN. WE CERTIFY THAT WE HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

WE ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

_____ DATE

J&DMC PROPERTIES, LLC
JOHN J. McCLELLAND, MANAGER
2614 W. FREDDY GONZALEZ DRIVE
EDINBURG TX, 78539

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared JOHN J. McCLELLAND, MANAGER OF J&DMC PROPERTIES, LLC proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that he executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this _____ day of _____, 20__.

LILIA A. QUINTANILLA — Notary Public, State of Texas — My Commission Expires July 23, 2016.

LILIA A. QUINTANILLA– NOTARY PUBLIC

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY that this plat of the VISTA RIDGE ACRES PHASE V was reviewed and approved by the Hidalgo County Commissioners Court on _____, _____.

Hidalgo County Judge — Date

ATTEST: Hidalgo County Clerk — Date

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY:_____

STATE OF TEXAS
COUNTY OF HIDALGO

THIS PLAN IS HEREBY APPROVED BY THE ENGELMAN IRRIGATION DISTRICT SUBJECT TO THE CONDITION THAT IF IRRIGATION FROM SAID DISTRICT IS DESIRED TO THE INDIVIDUAL LOTS IN SAID SUBDIVISION, PROVISION SHALL BE MADE FOR APPROPRIATE EASEMENT FOR THE INSTALLATION OF NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM THE CLOSEST WATER DISTRICT DELIVERY POINT AND IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE PROPERTY TO INSTALL SUCH NECESSARY FACILITIES.

DISTRICT PRESIDENT — DATE

SECRETARY — DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

STATE OF TEXAS — ALFONSO QUINTANILLA — 95534 — LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. No. 95534

12-3-14
DATE

THE COUNTY OF HIDALGO TEXAS

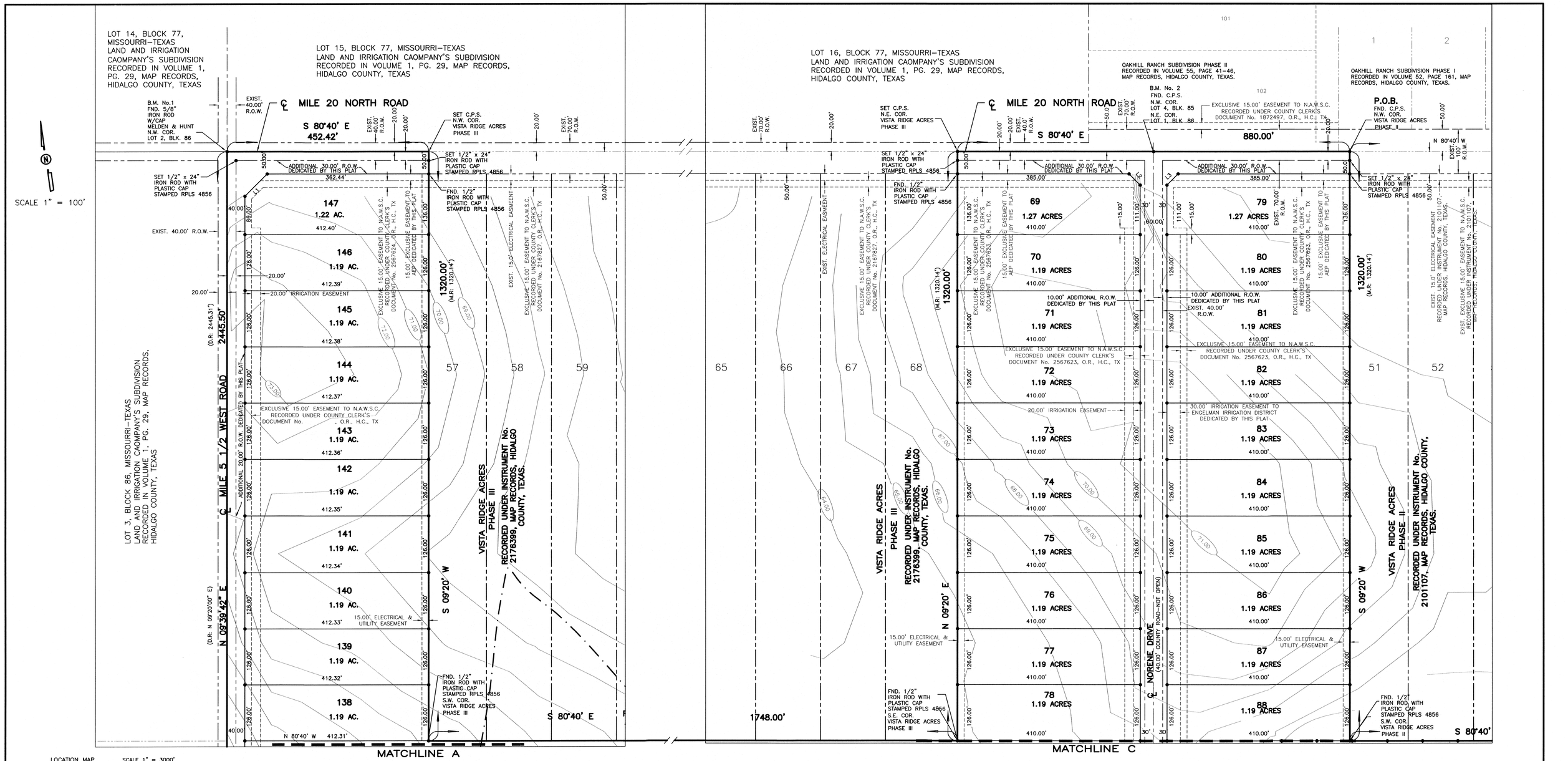
FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____AT_____ AM/PM
INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

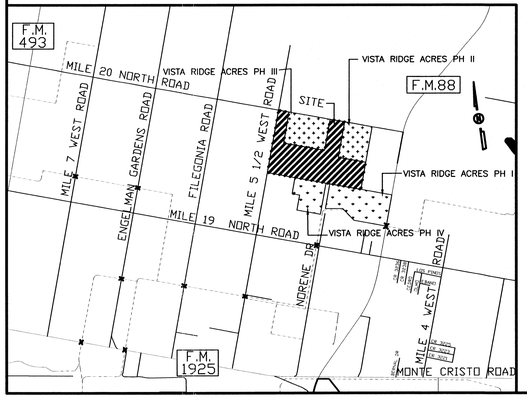
BY:_____ DEPUTY

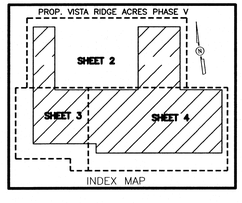
FILENAME : F:\DATA\SUBD.\HIDALGO CO.\VISTA RIDGE ACRES\VISTA RIDGE PH. V–PLAT			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
JUNE 26, 2013	L.G.	A.Q.	A.Q.
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY
OCT. 7, 2014	M.G.	A.Q.	A.Q.

SHEET NO. 1 of 7



LOCATION MAP SCALE 1" = 3000'





SUBDIVISION PLAT OF:

VISTA RIDGE ACRES PHASE V

A 154.50 ACRE TRACT OF LAND BEING A PORTION OF LOT 4, AND ALL OF LOT 5, BLOCK 85, AND A PORTION OF LOTS 1, 2 AND 7, AND ALL OF LOT 8, BLOCK 86, MISSOURI–TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO GENERAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2516123, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	J&DMC PROPERTIES, LLC JACK McCLELLAND, MANAGER	2614 W. FREDDY GONZALEZ DRIVE	EDINBURG, TX. 78539	(956)318–0956	316–4547
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381–6480	381–0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381–6480	381–0527

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION.

STATE OF TEXAS · ALFONSO QUINTANILLA · 4856 · REGISTERED PROFESSIONAL LAND SURVEYOR

ALFONSO QUINTANILLA
R.P.L.S. No. 4856

FEBRUARY 27, 2013
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

STATE OF TEXAS · ALFONSO QUINTANILLA · 91834 · LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. No. 91834

P.E. 12-3-14
DATE

LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	N 54°18'59" E	70.70'
L2	N 35°40'00" W	35.36'
L3	N 54°20'00" E	35.36'

CURVE DATA			
CURVE	Δ	RADIUS	LENGTH
"A"	56°33'37"	50.00'	49.36'
"B"	63°26'23"	50.00'	55.36'
"C"	60°00'00"	50.00'	52.36'

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F–1513
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PHONE 956–381–6480
FAX 956–381–0527
office@qhaengineering.com

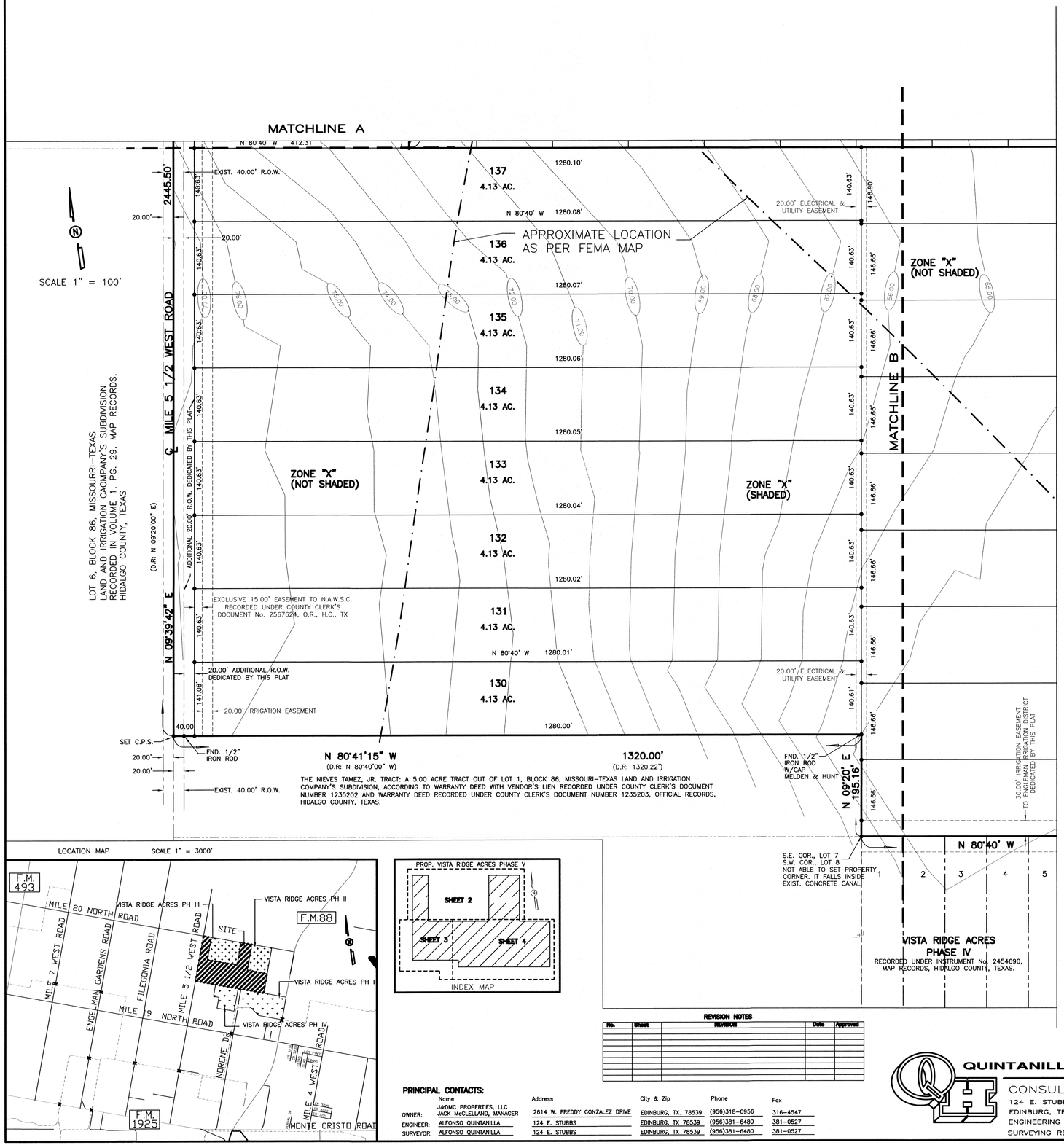
FILENAME :F:\DATA\SUBD.\HIDALGO CO.\VISTA RIDGE ACRES\VISTA RIDGE PH. V–PLAT			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
JUNE 26, 2013	L.S.	A.Q.	A.Q.
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY
OCT. 7, 2014	M.G.	A.Q.	A.Q.

SHEET NO.
2 of 7

SUBDIVISION PLAT OF:

VISTA RIDGE ACRES
PHASE V

A 154.50 ACRE TRACT OF LAND BEING A PORTION OF LOT 4, AND ALL OF LOT 5, BLOCK 85, AND A PORTION OF LOTS 1, 2 AND 7, AND ALL OF LOT 8, BLOCK 86, MISSOURI-TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO GENERAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2516123, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.



LOCATION MAP SCALE 1" = 3000'

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION.

STATE OF TEXAS · ALFONSO QUINTANILLA · 4856 · REGISTERED PROFESSIONAL LAND SURVEYOR

ALFONSO QUINTANILLA
R.P.L.S. No. 4856

FEBRUARY 27, 2013
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

STATE OF TEXAS · ALFONSO QUINTANILLA · 95534 · LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. No. 95534

P.E. 12-3-14
DATE

CURVE DATA			
CURVE	Δ	RADIUS	LENGTH
"A"	56°33'37"	50.00'	49.36'
"B"	63°26'23"	50.00'	55.36'
"C"	60°00'00"	50.00'	52.36'

LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	N 54°18'59" E	70.70'
L2	N 35°40'00" W	35.36'
L3	N 54°20'00" E	35.36'

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

REVISION NOTES

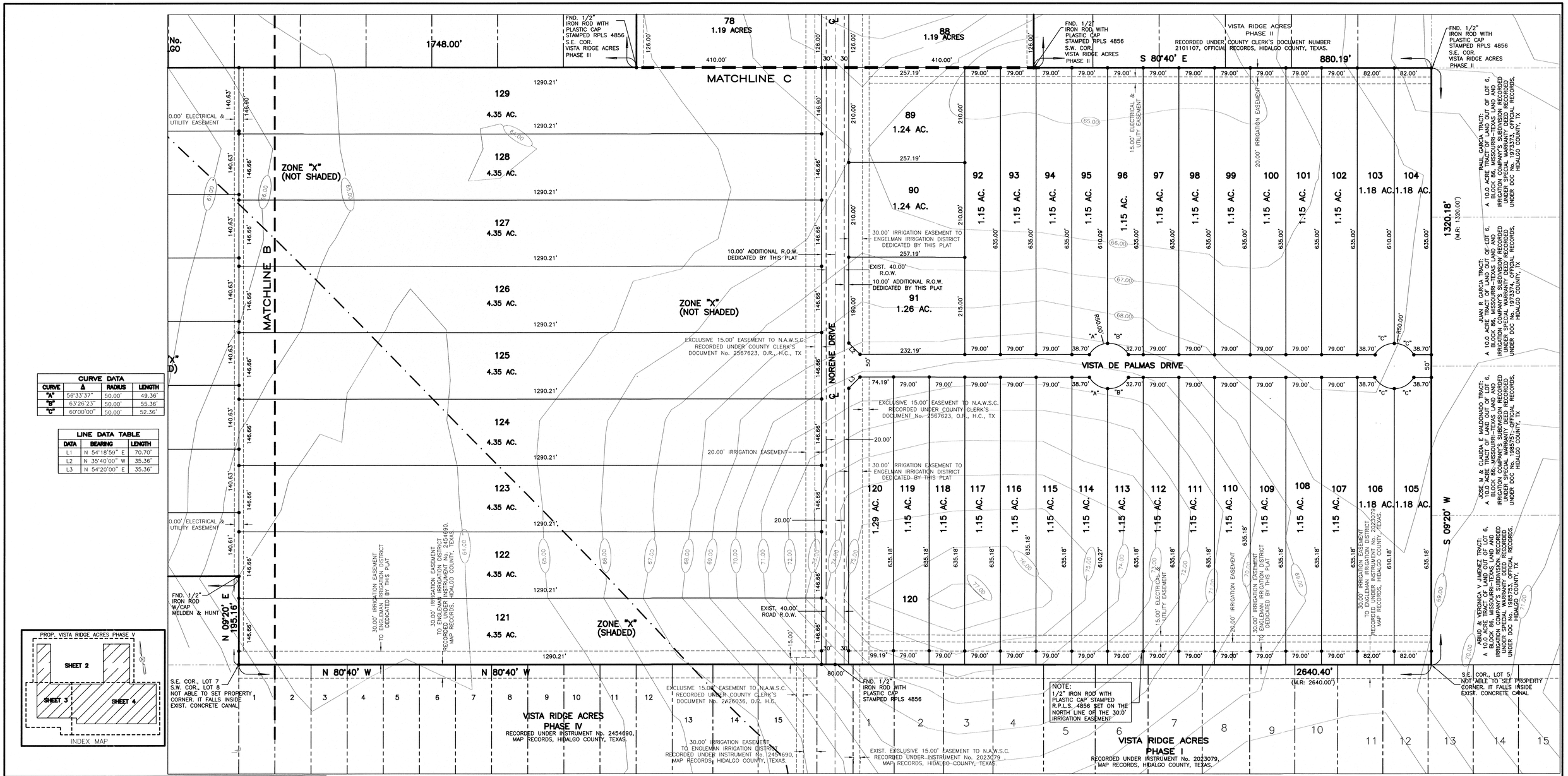
No.	Sheet	REVISION	Date	Approved

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	J&DMC PROPERTIES, LLC JACK McCLELLAND, MANAGER	2614 W. FREDDY GONZALEZ DRIVE	EDINBURG, TX. 78539	(956)318-0956	316-4547
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	381-0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	381-0527

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00
PHONE 956-381-6480
FAX 956-381-0527
office@qhaengineering.com

FILENAME : F:\DATA\SUBD.\HIDALGO CO.\VISTA RIDGE ACRES\VISTA RIDGE PH. V-PLAT			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
JUNE 28, 2013	L.G.	A.Q.	A.Q.
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY
OCT. 7, 2014	M.G.	A.Q.	A.Q.



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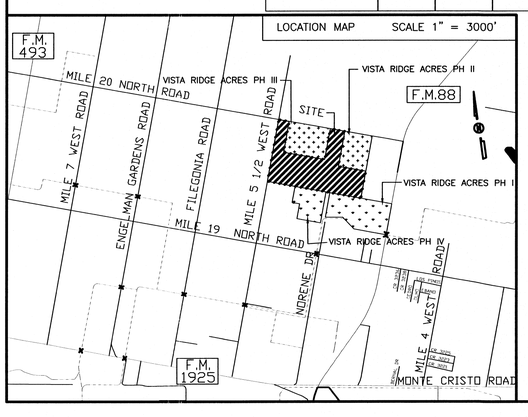

SUBDIVISION PLAT OF:

VISTA RIDGE ACRES PHASE V

A 154.50 ACRE TRACT OF LAND BEING A PORTION OF LOT 4, AND ALL OF LOT 5, BLOCK 85, AND A PORTION OF LOTS 1, 2 AND 7, AND ALL OF LOT 8, BLOCK 86, MISSOURI–TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO GENERAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2516123, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	J&DMC PROPERTIES, LLC JACK McCLELLAND, MANAGER	2614 W. FREDDY GONZALEZ DRIVE	EDINBURG, TX. 78539	(956)318-0956	316-4547
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	381-0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	381-0527

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION.

STATE OF TEXAS — ALFONSO QUINTANILLA — 4856 — REGISTERED PROFESSIONAL LAND SURVEYOR

ALFONSO QUINTANILLA
R.P.L.S. No. 4856

FEBRUARY 27, 2013
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

STATE OF TEXAS — ALFONSO QUINTANILLA — 95534 — LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. No. 95534

P.E. 12-3-14
DATE

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
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ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
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BY: _____ DEPUTY

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F–1513
SURVEYING REGISTRATION NUMBER 100411–00
PHONE 956–381–6480
FAX 956–381–0527
office@qhaengineering.com

FILENAME : F:\DATA\SUBD.\HIDALGO CO.\VISTA RIDGE ACRES\VISTA RIDGE PH. V–PLAT			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
JUNE 28, 2013	L.C.	A.Q.	A.Q.
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY
OCT. 7, 2014	M.G.	A.Q.	A.Q.

SHEET NO. 4 of 7

FINAL ENGINEERING REPORT FOR VISTA RIDGE ACRES PHASE V SUBDIVISION

BY ALFONSO QUINTANILLA, P.E.

WATER SUPPLY: Description, Costs, and Operability date

VISTA RIDGE ACRES PHASE V WILL BE PROVIDED WITH POTABLE WATER BY THE NORTH ALAMO WATER SUPPLY CORPORATION "N.A.W.S.C.". THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C. HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO THE FULL DEVELOPMENT OF THIS SUBDIVISION. N.A.W.S.C. HAS AN EXISTING 8" DIAMETER WATERLINE RUNNING ON THE SOUTH SIDE OF MILE 20 NORTH ROAD AND HAS AN EXISTING 8" DIAMETER WATERLINE RUNNING ON THE NORTH SIDE OF VISTA RIDGE DRIVE.

THE WATER SYSTEM FOR VISTA RIDGE ACRES PHASE V, CONSIST OF A 8" DIAMETER WATERLINE THAT TAPS INTO THE EXISTING 8" DIAMETER WATERLINE ON VISTA RIDGE ROAD. THE 8" DIAMETER WATERLINE RUNS NORTH ALONG THE WEST SIDE OF NORENE DRIVE AND CONNECTS INTO THE EXISTING 8" DIAMETER WATERLINE ON THE SOUTH SIDE OF MILE 20 NORTH ROAD. NEAR THE SOUTHEAST CORNER OF LOT 125, A WATER LINE RUNS EAST ALONG THE SOUTH SIDE OF PROPOSED STREET ENDS WITH A 2" FLUSH VALVE LOCATED NEAR THE NORTHEAST CORNER OF LOT 105. FROM THE NORTHEAST CORNER OF LOT 147, A PROPOSED 8" DIAMETER WATERLINE THAT TAPS INTO THE EXISTING 8 DIAMETER WATERLINE ON MILE 20 NORTH ROAD RUNS WEST AND TURNS SOUTH ALONG THE EAST SIDE OF MILE 5 1/2 WEST ROAD ENDING WITH A 2" FLUSH VALVE.

FROM THE PROPOSED 8" WATERLINES, THIRTY-SEVEN (37) 1" DUAL WATER SERVICES RUN TO PAIRS OF LOTS BEFORE SPLITTING INTO ONE (1) 3/4" DIAMETER SINGLE SERVICES GOING TO THE METER BOXES FOR EACH LOT AND FIVE (5) 3/4" DIAMETER SINGLE SERVICE LINES. SAID SERVICES TERMINATE AT THE WATER METER BOXES FOR EACH LOT. EIGHT (8) FIRE HYDRANTS WERE INSTALLED THRU OUT THE ENTIRE SUBDIVISION.

THE 8" DIAMETER WATERLINE, THE 1" DUAL SERVICES, SINGLE SERVICE AND THE METER BOXES HAVE BEEN INSTALLED, AT A TOTAL COST OF $ 154,269.00 OR $ 1,953.03 PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $ 80,850.00 , WHICH COVERS THE $ 1023.42 COST PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, WATER RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C. UPON REQUEST BY THE LOT OWNER, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES: Description, Costs, and Operability Date

SEWAGE FROM VISTA RIDGE ACRES PHASE V, WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAINFIELD ON EACH LOT. THE SITE EVALUATOR (LICENSE NUMBER OS 12258) HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. HIGHLIGHTS OF THE REPORT ARE AS FOLLOWS: AND THE DRAINAGE EASEMENTS.

EACH LOT IN THE EXISTING SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE THE UNITED STATES OF AGRICULTURE SOIL CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A SANDY CLAY LOAM, CLAY LOAM AND FINE CLAY LOAM. THE SITE EVALUATOR (LICENSE NUMBER OS 12258) HAD SIX (6) TEST BORINGS MADE AT OPPOSITE AREAS OF THE SUBDIVISION AT THE CENTERS OF LOTS 82, 97, 112, 126, 134 AND 143 (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMITED AREA.) THE SOIL REPORT AS PREPARED BY THE SITE EVALUATOR (LICENSE NUMBER OS 12258) INDICATES A UNIFORM SANDY LOAM (WITH TEXTURE CLASS II) EXTENDING MORE THAN 24" BELOW THE BOTTOM OF ANY EXISTING EXCAVATIONS. THE SUBDIVISION DRAINS WELL, THE 10-YEAR FLOODPLAIN BEING CONTAINED WITHIN THE STREET AND THE DRAINAGE EASEMENTS.

THE ESTIMATED COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $1,245.00, INCLUDING THE COSTS FOR THE REQUIRED PERMIT AND LICENSE. OSSF'S HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL WITH THE FILING OF THIS FINAL PLAT, THE SUBDIVIDER HAS PAID IN THE AMOUNT OF $ 98,355.00 PLUS TAX, WHICH IS THE TOTAL COST TO INSTALL A SEPTIC TANK SYSTEM ON EACH LOT. THE SUBDIVIDER WILL INCLUDE THE COST OF A SEPTIC TANK SYSTEM IN THE SALE PRICE OF THE LOT.

AT ANY TIME AFTER THE LOT IS SOLD, THE PURCHASER MAY INITIATE INSTALLATION OF AN OSSF SYSTEM BY WRITING OR CALLING THE SUBDIVIDER. SUBDIVIDER SHALL BE RESPONSIBLE TO FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AN APPLICATION FOR A PERMIT TO INSTALL AN OSSF. THE OSSF SYSTEM SHALL BE INSTALLED ON THE LOT PRIOR TO THE COUNTY ISSUING A FINAL LIGHT AND WATER CLEARANCE.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE ESTIMATED COSTS TO INSTALL UNCONSTRUCTED WATER AND ON-SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES– THESE FACILITIES WILL BE FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $ 154,290.00 WHICH EQUALS TO $ 1,953.03 PER LOT. DEVELOPER HAS PAID NAWSC ADDITIONAL FEES OF 80,850.00.

SEWAGE FACILITIES– SEPTIC SYSTEM IS ESTIMATED TO COST $ 1,245.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $ 98,355.00 PLUS TAX FOR THE ENTIRE SUBDIVISION.

STATE OF TEXAS · ALFONSO QUINTANILLA · 95534 · LICENSED PROFESSIONAL ENGINEER

P.E. 12-3-14

ALFONSO QUINTANILLA
P.E. No. 95534

DATE

REPORTE FINAL DE INGENIERIA PARA LA SUBDIVISION DE VISTA RIDGE ACRES PHASE V

BY ALFONSO QUINTANILLA, P.E.

PROVISION DE AGUA: Descripcion, Gastos, y Fecha de Incio

LA SUBDIVISION VISTA RIDGE ACRES PHASE V, RECIBIRA SU PROVISION DE AGUA DE NORTH ALAMO WATER SUPPLY CORPORATION (LA COMPAÑIA DE AGUA DE NORTH ALAMO) ("N.A.W.S.C."). EL DUEÑO DE LA SUBDIVISION Y LA COMAÑIA N.A.W.S.C. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISION RECIBIRA SU PROVISION DE AGUA POR LOS PROXIMOS 30 AÑOS. N.A.W.S.C. TENDRA QUE REPRESENTAR DOCUMENTACION PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISION. N.A.W.S.C. TIENE UNA LINEA EXISTENTE DE 8 PULGADAS DE DIAMETRO QUE CORRE POR EL LADO NORTE DE LA CALLE VISTA RIDGE DRIVE.

EL SISTEMA DE AGUA PARA VISTA RIDGE ACRES PHASE V, CONSISTE DE UNA LINEA DE 8" DE DIAMETRO QUE SE CONECTA CON LA LINEA DE AGUA EXISTENTE DE 8" DE DIAMETRO DE LA CALLE VISTA RIDGE ROAD. LA LINEA DE 8" DE DIAMETRO CORRE HACIA EL NORTE POR EL LADO OESTE DE LA NORENE DRIVE Y SE CONNECTA CON LA LINEA DE AGUA EXISTENTE DE 8" DE DIAMETRO QUE CORRE POR EL LADO SUR DE LA CALLE MILE 20 NORTH ROAD. EN LA ESQUINA SUDESTE DE LOTE 125, UNA LINEA DE AGUA DE 8" DE DIAMETRO CORRE ESTE POR EL LADO SUR DE LA CALLE PROPUESTA Y TERMINA CON UNA VALVULA DE 2" DE DIAMETRO LOCALIZADA EN LA ESQUINA NORTESTE DE LOTE 105. EL LA ESQUINE NORTESTE DE LOTE 147, LA LINEA DE AGUA DE 8" DE DIAMETRO SE CONNECTA CON LA LINEA DE AGUA EXISTENTE DE 8" DE DIAMETRO DE LA CALLE MILE 20 NORTH ROAD Y VOLTEA CORRE OESTE Y SUR POR EL LADO ESTE DE LA CALLE MILE 5 1/2 WEST ROAD TERMINA CON UNA VALVULA DE 2" DE DIAMETRO.

DE LA LINEA PROPUESTA DE 8 PULGADAS DE DIAMETRO TREINTA Y SIETE (37) CONDUCTOS DOBLES DE 1 PULGADA DE DIAMETRO, QUE SE DIVIDEN EN DOS LINEAS DE 1 PULGADA CORREN HACIA LOS MEDIDORES DE AGUA DE LOS LOTES Y CINCO (5) CONDUCTOS INDIVIDUALES DE AGUA DE 3/4" DE PULGADA DE DIAMETRO. OCHO (8) FOSAS DE AGUA FUERON INSTALADAS.

LA LINEA DE 8 PULGADAS DE DIAMETRO, LOS SERVICIOS DOBLES DE 1 PULGADA, LOS SEVICIOS INDIVIDUALES DE 3/4" Y LOS CAJAS DE MEDIDOR DE AGUA HA SIDO INSTALADO A UN COSTO TOTAL DE US$ 154,290.00 O US$ 1,903.03 POR LOTE. EL DUEÑO DE LA SUBDIVISION HA TAMBIEN PAGADO US$ 80,850.00 O US$ 1,023.41 POR LOTE A N.A.W.S.C. POR COSTO DE LA INSTALACIÓN DE CADA MEDIDOR DE AGUA, MEMBRESIAS Y LOS GASTOS DE CONEXION. CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑIA N.A.W.S.C. LO INSTALARA SIN ALGÓN GASTO AL DUEÑO. EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: Descripcion, Gastos y Fecha de Inicio

EL DRENAJE DE VISTA RIDGE ACRES PHASE V, TENDRA FOSAS SEPTICAS INDIVIDUALES (OSSF) CONSISTIENDO EN UN DISEÑO NORMAL, CON DOBLE COMPARTIMIENTO DE FOSA SEPTICA (OSSF) Y UN CAMPO DE DRENAJE EN CADA SOLAR. EL EVALUADOR (LIC# OS 12258) DE ENSUCIE HA INSPECCIONADO, EVALUADO Y REPORTADO QUE LA UBICACION DE LA SUBDIVISION ES CONVENIENTE PARA FOSAS SEPTICAS (OSSF). EL REPORTE FUE EXAMINADO Y APROBADO POR EL DEPARTAMENTO DE SALUD DEL CONDADO DE HIDALGO.

CADA SOLAR EN LA SUBDIVISION MIDE MEDIO ACRE DE TAMAÑO. EL LIBRO DE SERVICIOS Y CONSERVACION DEL SUELO DEL DEPARTAMENTO DE AGRICULTURA DE LOS ESTADOS UNIDOS (USDA) INDICA UNA MEZCLA DE MARGA DE BARRO Y ARENOSO, MARGA DE ARENOSO Y UN MARGA FINO DE BARRO. EL EVALUADOR (LIC# OS 12258) HIZO SIES (6) PRUEBAS CON AGUJEROS EN EL CENTRO DE LOS LOTES 82, 97 112, 126, 134 Y 143 (PRUEBAS ADICIONALES NO FUERON NECESARIAS PORQUE EL SUELO ES MUY UNIFORME DENTRO DEL AREA DELIMITADA). EL SUELO ES UNIFORME, DE MARGA ARENOSO(CON TEXTURA CLASE II) EXTENDIDO A MAS DE 24 PULGADAS BAJO EL FONDO DE CUALQUIER EXCAVACION POR EL EVALUADOR (LIC# OS 12258). NO HAY PRESENCIA DE AGUA SUBTERRANEA BAJO LA CAPA DE 24 PULGADAS DE FONDO DE LAS EXCAVACIONES.

EL COSTO ESTIMADO PARA LA INSTALACIÓN DE UN SISTEMA INDIVIDUAL DE FOSAS SÉPTICAS POR SOLAR SON US$ 1,245.00, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS TODAS FOSA SÉPTICA HA SIDO INSTALADA EN EL PROCESO DE LA APROBACIÓN FINAL. CON EL ARCHIVAMIENTO DEL PLAN FINAL, EL DUEÑO DE LA SUBDIVISION PROPORCIONARA UNA GARANTÍA FINANCIERAS ADECUADAS CON DESEMPEÑO EN FORMA DE UN CHEQUE PERSONAL REPRESENTANDO UN "DEPOSITO EN EFECTIVO" OBTENIDO POR EL CONDADO DE HIDALGO EN LA CANTIDAD DE US$ 98,255.00 MAS TAXAS. QUE ES EL COSTO TOTAL ESTIMADO PARA INSTALAR UN SISTEMA DE FOSA SÉPTICAS EN CADA TERRENO. EL DUEÑO DE LA SUBDIVISIÓN INCLUIRÁ EL COSTO DE UN SISTEMA DE FOSA SÉPTICAS EN EL PRECIO DE VENTA DEL TERRENO.

EN CUALQUIER MOMENTO DESPUÉS DE QUE EL TERRENO SEA VENDIDO, EL COMPRADOR PUEDE INICIA LA INSTALACIÓN DE UN SISTEMA SÉPTICO ESCRIBIENDO O LLAMANDO AL DUEÑO DE LA SUBDIVISIÓN Y ENTONCES ARCHIVANDO EN EL DEPARTAMENTO DE SALUD DEL CONDADO DE HIDALGO UNA APLICACIÓN PARA UN PERMISO DE CONSTRUIR PARA UN SISTEMA SÉPTICA. LAS FOSAS SÉPTICAS DEBEN DE ESTAR INSTALADAS ANTES QUE EL CONDADO DE HIDALGO PUEDA APROBAR LA AUTORIZACIÓN DE LUZ Y AGUA.

CERTIFICACION

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO, CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCION 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA/SERVICIO DE AGUA ESTA TOTALMENTE CONSTRUIDO, CON LA INSTALACION DE LOS MEDIDORES DE AGUA, EL GRAN COSTO TOTAL ES DE US$ 154,290.00 O US$ 1903.03 POR LOTE. EL DUENO A PAGADO A NAWSC US$ 80,850.00 O US$1023.41 POR LOTE PARA MEMBRESIAS, MEDIDOR DE AGUA Y CONEXION.

DRENAJE: SE ESTIMA QUE LA FOSAS SEPTICAS COSTARON US$ 1,245.00 POR LOTE A UN COSTO TOTAL DE US$ 98,355.00 MAS TAXAS PARA TODA LA SUBDIVISION.

STATE OF TEXAS · ALFONSO QUINTANILLA · 95534 · LICENSED PROFESSIONAL ENGINEER

P.E. 12-3-14

ALFONSO QUINTANILLA
P.E. No. 95534

DATE

VISTA RIDGE ACRES
PHASE V

A 154.50 ACRE TRACT OF LAND BEING A PORTION OF LOT 4, AND ALL OF LOT 5, BLOCK 85, AND A PORTION OF LOTS 1, 2 AND 7, AND ALL OF LOT 8, BLOCK 86, MISSOURI-TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1738765, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared **J & DMC PROPERTIES, LLC JACK McCLELLAND, MANAGER** proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that she executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this 3rd day of DECEMBER, 2014.

LIDIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
July 23, 2016

LIDIA A. QUINTANILLA– NOTARY PUBLIC

SUBDIVIDER CERTIFICATION

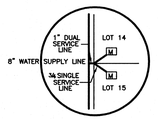
1.– BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE BY STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:
J & DMC PROPERTIES, LLC
1.– I (WE), **JACK McCLELLAND, MANAGER** SUBDIVIDERS OF **VISTA RIDGE ACRES PHASE V** HEREBY CERTIFY SEWER PERMITS ARE REQUIRED PRIOR TO BUILDING ON ANY LOT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS TO THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

J & DMC PROPERTIES, LLC
JACK McCLELLAND, MANAGER
2614 W. FREDDY GONZALEZ DRIVE
EDINBURG TX, 78539

12-3-14
DATE

B–1 ⊗ BORINGS
FUTURE SEPTIC TANK
WM WATER METER BOX
8" WATER SUPPLY LINE
SERVICE LINES



B–1 ⊗ POZOS
FOSAS SEPTICAS
M CAJA DE MEDIDOR DE AGUA
8" LINEA DE AGUA
LINEAS DE SERVICIOS

COST ESTIMATE

WATER DISTRIBUTION:	$ 154,290.00
DRAINAGE IMPROVEMENTS:	$ 68,337.50
PAVING IMPROVEMENTS:	$ 150,037.50
SEPTIC TANK (OSSF):	$ 98,355.00
PAVING MILE 5 1/2 W ESCROW:	$ 84,663.47
PAVING MILE 20 N ESCROW:	$ 38,419.17

THE COUNTY OF HIDALGO · TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

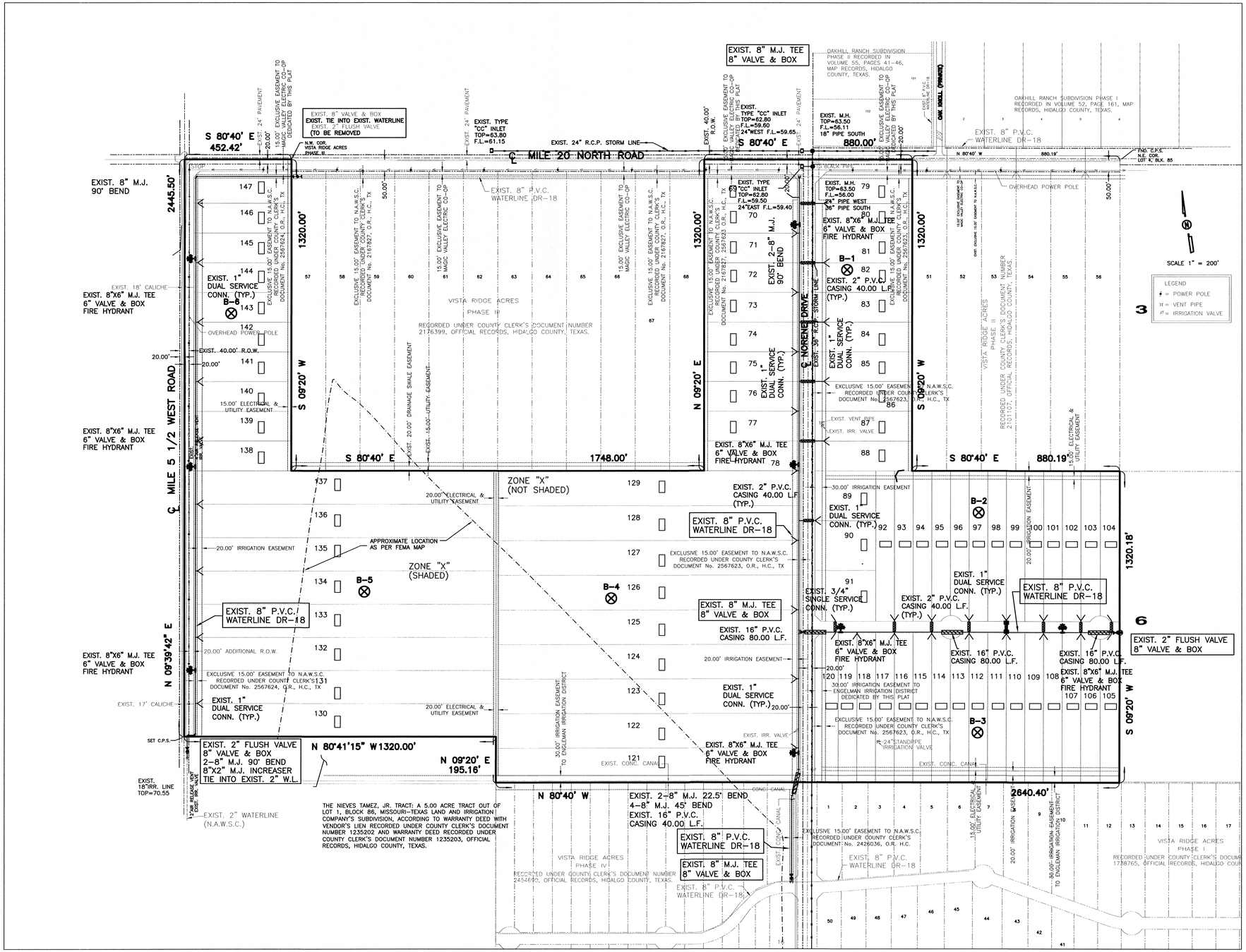
QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F–1513
SURVEYING REGISTRATION NUMBER 100411–00
PHONE 956–381–6480
FAX 956–381–0527
OFFICE@QHAENGINEERING.COM

REVISION NOTES

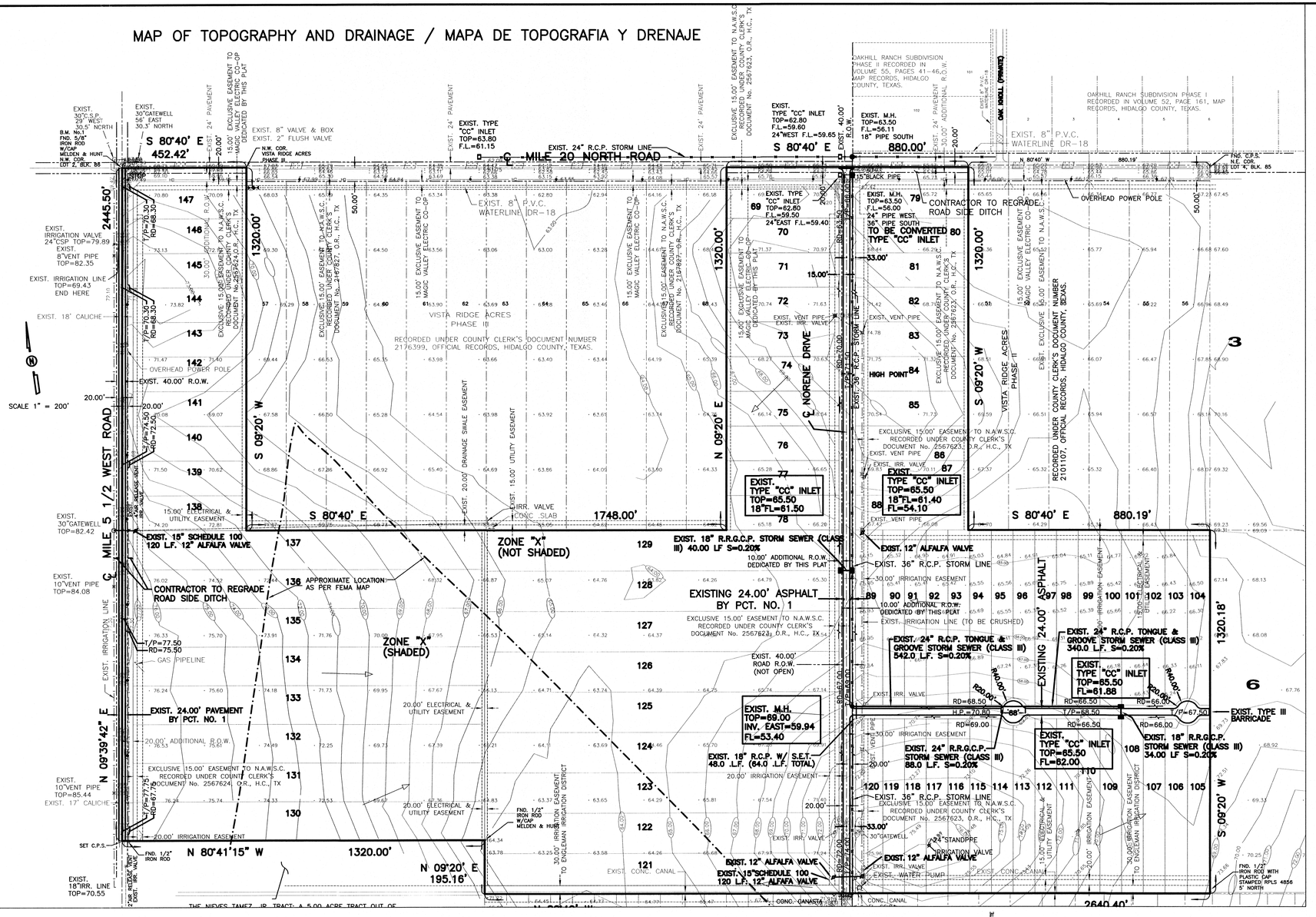
No.	Sheet	REVISION	Date	Approved

SHEET NO. 5 OF 7 SHEETS	FILENAME - F:\DATA\SUBDIVS\HIDALGO CO.\VISTA RIDGE ACRES PH V\WATER			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	10–4–2013	LG		
	DATE REVISED		CHECKED BY	APPROVED BY

MAP OF WATER DISTRIBUTION SYSTEM/ MAPA DE DISTRIBUCION DE AGUA


EXIST. 8" M.J. TEE
8" VALVE & BOX
EXIST. 8" VALVE & BOX
EXIST. TIE INTO EXIST. WATERLINE
EXIST. 2" FLUSH VALVE
(TO BE REMOVED
S 80°40' E
452.42'
N.W. COR.
VISTA RIDGE ACRES
PHASE III
EXIST. 24" PAVEMENT
EXIST. 20.00'
15.00' EXCLUSIVE EASEMENT TO
MAGIC VALLEY ELECTRIC CO-OP
AS PER THIS PLAT
EXIST. TYPE
"CC" INLET
TOP=63.80
F.L.=61.15
EXIST. 24" R.C.P. STORM LINE
℄ MILE 20 NORTH ROAD
EXIST. 40.00'
R.O.W.
EXIST. TYPE
"CC" INLET
TOP=82.80
F.L.=59.60
24"WEST F.L.=59.65
S 80°40' E
880.00'
EXIST. M.H.
TOP=63.50
F.L.=56.11
18" PIPE SOUTH
EXIST. 8" P.V.C.
WATERLINE DR-18
OAKHILL RANCH SUBDIVISION
PHASE II RECORDED IN
VOLUME 55, PAGES 41-46,
MAP RECORDS, HIDALGO
COUNTY, TEXAS.
OAKHILL RANCH SUBDIVISION PHASE I
RECORDED IN VOLUME 52, PAGE 161, MAP
RECORDS, HIDALGO COUNTY, TEXAS.
EXIST. 8" P.V.C.
WATERLINE DR-18
N. 80°40' W
880.19'
FND. C.P.S.
N.E. COR.
LOT 4, BLK. 85
EXIST. 8" M.J.
90° BEND
2445.50'
1320.00'
EXIST. 1"
DUAL SERVICE
CONN. (TYP.)
B-6
EXIST. 18" CALICHE
EXIST. 8"X6" M.J. TEE
6" VALVE & BOX
FIRE HYDRANT
OVERHEAD POWER POLE
EXIST. 40.00' R.O.W.
20.00'
20.00'
15.00' ELECTRICAL &
UTILITY EASEMENT
EXIST. 8"X6" M.J. TEE
6" VALVE & BOX
FIRE HYDRANT
℄ MILE 5 1/2 WEST ROAD
EXIST. 8" P.V.C.
WATERLINE DR-18
EXIST. 1"
DUAL SERVICE
CONN. (TYP.)
EXIST. 8"X6" M.J. TEE
6" VALVE & BOX
FIRE HYDRANT
EXIST. 17' CALICHE
SET C.P.S.
EXIST. 2" FLUSH VALVE
8" VALVE & BOX
2-8" M.J. 90° BEND
8"X2" M.J. INCREASER
TIE INTO EXIST. 2" W.L.
N 80°41'15" W 1320.00'
N 09°20' E
195.16'
EXIST.
16"IRR. LINE
TOP=70.55
EXIST. 2" WATERLINE
(N.A.W.S.C.)
S 09°20' W
N 09°39'42" E
S 09°20' W
N 09°20' E
S 09°20' W
EXCLUSIVE 15.00' EASEMENT TO N.A.W.S.C.
RECORDED UNDER COUNTY CLERK'S
DOCUMENT No. 2567624, O.R., H.C., TX
EXCLUSIVE 15.00' EASEMENT TO N.A.W.S.C.
RECORDED UNDER COUNTY CLERK'S
DOCUMENT No. 2167827, O.R., H.C., TX
15.00' EXCLUSIVE EASEMENT TO
MAGIC VALLEY ELECTRIC CO-OP
VISTA RIDGE ACRES
PHASE III
RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER
21726399, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.
EXIST. 36" R.C.P. STORM LINE
EXIST. 2-8" M.J.
90° BEND
EXIST. 8"X6" M.J. TEE
6" VALVE & BOX
FIRE HYDRANT
EXIST. 2" P.V.C.
CASING 40.00 L.F.
(TYP.)
B-1
EXIST. 1"
DUAL SERVICE
CONN. (TYP.)
EXIST. VENT PIPE
EXIST. IRR. VALVE
EXCLUSIVE 15.00' EASEMENT TO N.A.W.S.C.
RECORDED UNDER COUNTY CLERK'S DOCUMENT
DOCUMENT No. 2567623, O.R., H.C., TX
VISTA RIDGE ACRES
PHASE I
RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER
2101107, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.
15.00' ELECTRICAL &
UTILITY EASEMENT
S 80°40' E
1748.00'
S 80°40' E
880.19'
ZONE "X"
(NOT SHADED)
ZONE "X"
(SHADED)
B-5
B-4
B-2
B-3
EXIST. 2" P.V.C.
CASING 40.00 L.F.
(TYP.)
EXIST. 8" P.V.C.
WATERLINE DR-18
EXIST. 8" M.J. TEE
8" VALVE & BOX
EXIST. 16" P.V.C.
CASING 80.00 L.F.
EXIST. 1"
DUAL SERVICE
CONN. (TYP.)
EXIST. 3/4"
SINGLE SERVICE
CONN. (TYP.)
EXIST. 8"X6" M.J. TEE
6" VALVE & BOX
FIRE HYDRANT
EXIST. 8"X6" M.J. TEE
6" VALVE & BOX
FIRE HYDRANT
EXIST. 2" FLUSH VALVE
8" VALVE & BOX
EXIST. 8"X6" M.J. TEE
6" VALVE & BOX
FIRE HYDRANT
EXIST. 8"X6" M.J. TEE
6" VALVE & BOX
FIRE HYDRANT
EXIST. 1"
DUAL SERVICE
CONN. (TYP.)
EXIST. 8"X6" M.J. TEE
6" VALVE & BOX
FIRE HYDRANT
EXIST. 2-8" M.J. 22.5° BEND
4-8" M.J. 45° BEND
EXIST. 16" P.V.C.
CASING 40.00 L.F.
EXIST. 8" P.V.C.
WATERLINE DR-18
EXIST. 8" M.J. TEE
8" VALVE & BOX
EXIST. 8" P.V.C.
WATERLINE DR-18
EXIST. 8" P.V.C.
WATERLINE DR-18
EXIST. CONC. CANAL
EXIST. CONC. CANAL
EXIST. CONC. CANAL
EXIST. 1.5" IRRIGATION LINE
EXIST. 1.5" IRRIGATION LINE
EXIST. 1.5" IRRIGATION LINE

MAP OF TOPOGRAPHY AND DRAINAGE / MAPA DE TOPOGRAFIA Y DRENAJE



VISTA RIDGE ACRES PHASE V

A 154.50 ACRE TRACT OF LAND BEING A PORTION OF LOT 4, AND ALL OF LOT 5, BLOCK 85, AND A PORTION OF LOTS 1, 2 AND 7, AND ALL OF LOT 8, BLOCK 86, MISSOURI-TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1738765, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

DRAINAGE REPORT
FOR
VISTA RIDGE ACRES PHASE V

Vista Ridge Acres Phase V is a 150.50 acre tract of land being a portion of Lot 4, all of Lot 5, Block 85, and a portion of Lots 1, 2 and 7, and all of Lot 8, Block 86, Missouri-Texas Land and Irrigation Company's Subdivision, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 1, Page 29, Map records, Hidalgo County, Texas, and according to Warranty Deed with Vendor's lien recorded under County Clerk's Document number 1736765, Official Records, Hidalgo County, Texas. This subdivision is located on Norene Drive south of Mile 20 North Road. The site is currently open land. The proposed subdivision will consist of 78 single-family lots.

The tract is Zone "X" as per FEMA Flood Insurance Rate Map, Community Panel No. 480334 0350 C, dated on June 6, 2000 and L.O.M.R. May 17, 2001.

The majority of the soil is Fine Sandy Loam, Sandy Clay Loam, and Clay Loam. This soil is well drained. Surface runoff is medium. Permeability is moderate. Plasticity Index has a range of 5-22. See attached Soil Survey of Hidalgo County, Texas tables.

Presently, the site has runoff flowing in an easterly direction and in a northerly direction. The existing runoff for the proposed subdivision is Q= 20.48 cubic feet per second based on a 10-year storm.

After development the runoff will be Q= 65.23 cubic feet per second for an increase of Q= 44.75 cubic feet per second. In accordance with the County's drainage requirements of not increasing the amount of existing runoff, we have calculated that Detention will be 364,257.66 cubic feet (8.36 acre-feet) and will be detained by excavating the H.C.D.D. No.1 Main Flood Water Channel located 1,000.00 feet south of this subdivision. In addition, the developer is proposing to install a storm sewer system consisting of 18" and 24" storm pipes and Type "CC" Inlets that will collect the runoff from the roads and will connect to an existing 30" storm sewer line on Norene Drive that flows southerly and outfalls into the existing H.C.D.D. No.1 Main Flood Water Channel ditch.

THE COUNTY DRAINAGE DITCH FLOWS NORTH THEN EAST. THE DRAINAGE DITCH CARRIES WATER EASTWARD WHERE IT EMPTIES INTO LAGUNA MADRE. THE 10 YEAR FLOOD IS CONTAINED WITHIN THE RIGHT-OF-WAY OF STREET AND WITHIN THE DRAINAGE SWALES OF THE SUBDIVISION AS SHOWN BELOW. A RESTRICTIVE COVENANT (SET OUT ON SHEET 1 UNDER PLAT NOTES AND RESTRICTIONS) PROHIBITS THE CONSTRUCTION OF RESIDENTIAL HOUSING IN ANY AREA OF THE SUBDIVISION THAT IS IN A FLOODPLAIN UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968. AS FURTHER NOTED ON SHEET 1, THE FINISHED FLOOR ELEVATION OF EACH HOUSE IS REQUIRED TO BE AT LEAST 18 INCHES ABOVE THE TOP OF THE AVERAGE HEIGHT OF THE CURB IN FRONT OF THE LOT. THESE MEASURES PROVIDE POSITIVE DRAINAGE AWAY FROM ALL BUILDINGS, AVOID CONCENTRATING RUNOFF ONTO OTHER LOTS, AND COORDINATE INDIVIDUAL LOT DRAINAGE WITH THE GENERAL STORM DRAINAGE PATTERN FOR THE AREA. THE MAP BELOW ILLUSTRATES THE FLOW PATTERNS FOR THE RUNOFF.

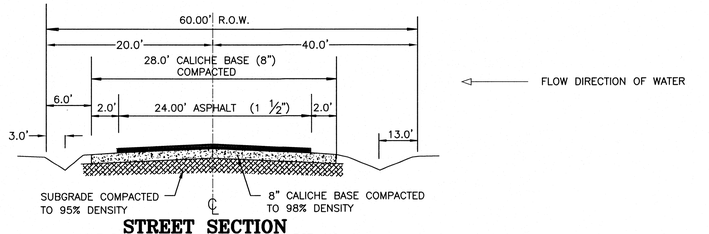
CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100-YEAR FLOODPLAIN FOR ZONE "X" AND ZONE "A" AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0350 C, DATED ON JUNE 6, 2000 (REVISED MAY 17, 2001 TO REFLECT LOMR) IS CONTAINED WITHIN THE DRAINAGE OF THE SUBDIVISION, AS SHOWN BELOW.

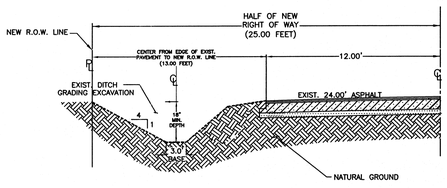
STATE OF TEXAS
ALFONSO QUINTANILLA
95534
LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA P.E. No. 95534

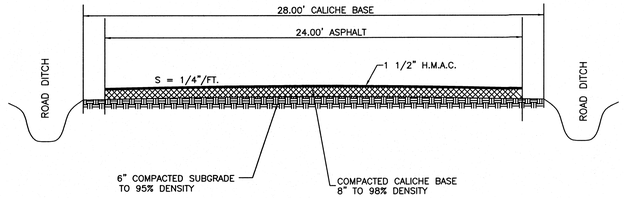
12-3-14
DATE



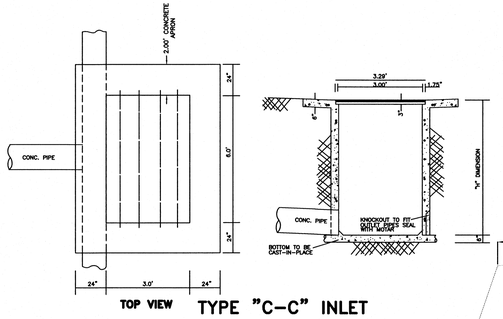
STREET SECTION
MILE 5 1/2 WEST ROAD (TO BE BY PCT. NO. 1)
N.T.S.



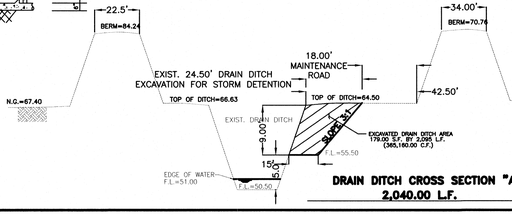
ROAD SIDE DITCH DETAIL
NOT TO SCALE



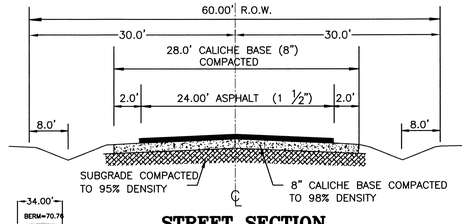
STREET SECTION
NOT TO SCALE



TYPE "C-C" INLET
N.T.S.



DRAIN DITCH CROSS SECTION "A-A"
2,040.00 L.F.



STREET SECTION
NORENE DRIVE (TO BE BY PCT. NO. 1)
N.T.S.

COST ESTIMATE

WATER DISTRIBUTION:	$	154,290.00
DRAINAGE IMPROVEMENTS:	$	68,337.50
PAVING IMPROVEMENTS:	$	150,037.50
SEPTIC TANK (GSSF):	$	98,355.00
PAVING MILE 5 1/2 W ESCROW:	$	84,663.47
PAVING MILE 20 N ESCROW:	$	38,419.17

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
PHONE 956-381-6480
FAX 956-381-0527
office@qhaengineering.com
ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00

SHEET NO. 7 OF 7 SHEETS	FILENAME : F:\DATA\SUBDIVS\HIDALGO CO.\VISTA RIDGE ACRES PH V\B-PLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	10-6-2013	LG		
	DATE REVISED		CHECKED BY	APPROVED BY

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

Raul E. Sesin, P.E., CFM
Planning Administrator

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 12-16-2014

PROPOSED **SAN MARCOS** SUBDIVISION, PRECINCT No. **4 .**

ENGINEER: **QUINTANILLA, HEADLEY AND ASSOC.** DEVELOPER: **RICHARD SCURLOCK**

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **15** ☒ *SINGLE FAMILY ___ ☐ *MULTI-FAMILY ___ ☐ COMMERCIAL ___ ☐ INSTITUTIONAL

LOCATION DESCRIPTION: **Subdivision is located North of Alberta Rd. approximately 1 mile East of Tower Road.**

SUBDIVISION LIES WITHIN THE: ☒ *The rural area of the County.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **11-12-2013** PROPERTY LIES WITHIN FLOOD ZONE: **"C"** AS PER FEMA.

DRAINAGE DESIGN: **On site storm drainage pipe system. Detention will be accomplished by widening the existing drain ditch on the North property line.**

ROAD R.O.W. DEDICATION: **10 feet on to Alberta Road.**

H.C.R.O.W. FINAL APPROVAL DATE: **12-08-14** By, **Jesse Ozuna** PCT. 4 R.O.W. AGENT

SEWER SYSTEM: ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Jose Angel Gonzalez**
☒ OSSF HAVE BEEN ESCROWED WITH HIDALGO COUNTY.
N.A.W.S.C. LINE SIZE: **8"** LOCATION: **South of Alberta Road**

H.C.O.E.C. FINAL APPROVAL DATE: **12-02-14** : By **Ann De La Fuente, Administrative Assistant**

☒ **LARGE CONSTRUCTION**
The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

REQUEST FOR FINAL APPROVAL WITH: ☒ **Cash Deposit:** *Amount:$22,500.00 For:* ☒ *OSSF(S) 15*

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: **DECEMBER 20, 2013**

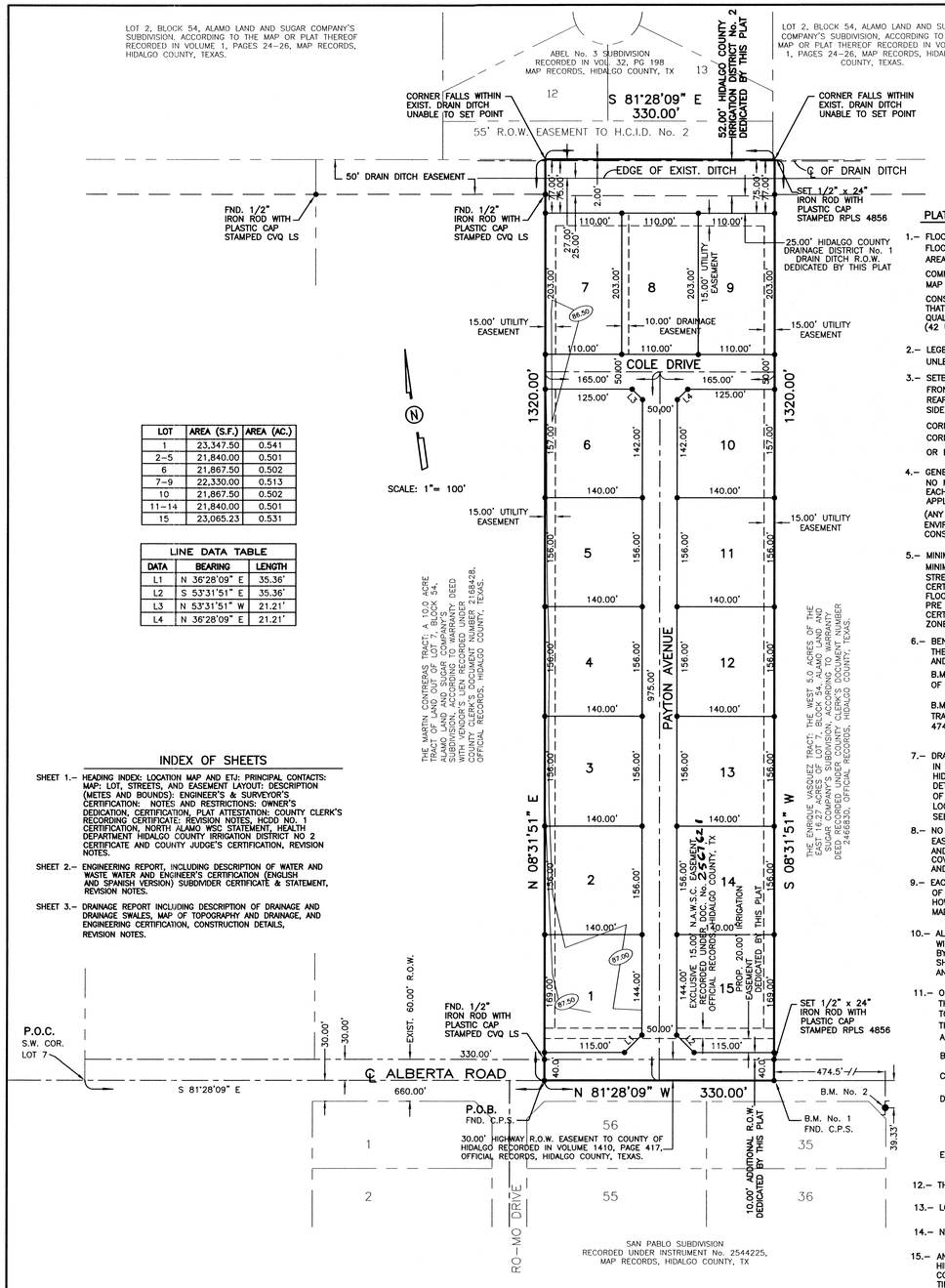
STAFF RECOMMENDS:

☐ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments,*

☐ **Final Approval** *subject to recommendations other departments*

☒ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*



LOT	AREA (S.F.)	AREA (AC.)
1	23,347.50	0.541
2–5	21,840.00	0.501
6	21,867.50	0.502
7–9	22,330.00	0.513
10	21,867.50	0.502
11–14	21,840.00	0.501
15	23,065.23	0.531

LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	N 36°28'09" E	35.36'
L2	S 53°31'51" E	35.36'
L3	N 53°31'51" W	21.21'
L4	N 36°28'09" E	21.21'

INDEX OF SHEETS

SHEET 1.– HEADING INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS: MAP: LOT, STREETS, AND EASEMENT LAYOUT: DESCRIPTION (METES AND BOUNDS): ENGINEER'S & SURVEYOR'S CERTIFICATION: NOTES AND RESTRICTIONS: OWNER'S DEDICATION, CERTIFICATION, PLAT ATTESTATION: COUNTY CLERK'S RECORDING CERTIFICATE: REVISION NOTES, HCDD NO. 1 CERTIFICATION, NORTH ALAMO WSC STATEMENT, HEALTH DEPARTMENT HIDALGO COUNTY IRRIGATION DISTRICT NO 2 CERTIFICATE AND COUNTY JUDGE'S CERTIFICATION, REVISION NOTES.

SHEET 2.– ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION) SUBDIVIDER CERTIFICATE & STATEMENT, REVISION NOTES.

SHEET 3.– DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION, CONSTRUCTION DETAILS, REVISION NOTES.

PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "C"
AREAS OF MINIMAL FLOODING. (NO SHADING)
COMMUNITY–PANEL NUMBER 480334 0425 C
MAP REVISED: NOVEMBER 16, 1982
CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100–YEAR FLOODPLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2.– LEGEND ● – DENOTES 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4856, UNLESS OTHERWISE NOTED.

3.– SETBACKS:
FRONT..... 25.00 FEET
REAR..... 15.00 FEET
SIDE..... 6.00 FEET
CORNER SIDE: 10.00 FEET CORNER GARAGE SIDE: 18.00 FEET
CORNER GARAGE FRONT: 18.00 FEET
OR ESEMENT WHICHEVER IS GREATER IN ALL CASES

4.– GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE–SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.
(ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT OFFICE OF ENVIRONMENTAL COMPLIANCE AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

5.– MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

6.– BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No.1: ELEV.= 88.24 FND. C.P.S. AT THE SOUTHEAST CORNER OF THIS PROP. SUBD. NAVD 88 DATUM.
B.M. No.2: ELEV. =90.53 SQUARE CUT MADE AT SOUTH SIDE OF HIGH POWER TRANSMISSION POLE CONCRETE BASE LOCATED 39.33 FEET SOUTH AND 474.5 FEET EAST FROM SOUTHEAST CORNER OF THIS SUBDIVISION. N.A.V.D. 88 DATUM.

7.– DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 17,205.21 CUBIC –FEET 0.39 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS:
SEE DRAINAGE REPORT ON SHEET No. 2.

8.– NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE EASEMENT.

9.– EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

10.– ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

11.– ON–SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON–SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY A SEPARATED DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPT MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE SOIL EVALUATOR HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

12.– THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

13.– LOTS 1 AND 15 SHALL NOT HAVE ACCESS/DRIVEWAY ONTO ALBERTA ROAD.

14.– NO COMMERCIAL USE SHALL BE ALLOWED ON ALL INTERNAL LOTS 2 THROUGH 14.

15.– AN OFF–STREET PARKING LOT SITE PLAN AND DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR COMMERCIAL & INDUSTRIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

16.– LOTS 1 AND 15 SHALL NOT HAVE ACCESS/DRIVEWAY ONTO ALBERTA ROAD UNLESS UTILIZED FOR COMMERCIAL USE. IF THE AFOREMENTIONED LOTS ARE UTILIZED FOR COMMERCIAL USE, THEN THE LOT OWNER WILL BE REQUIRED TO INSTALL A BUFFER FENCE ABUTTING ALL RESIDENTIAL LOTS. LOCATION OF ACCESS/DRIVEWAY SHALL BE SHOWN ON THE SITE PLAN AS PER NOTE 15 AND IS SUBJECT TO APPROVAL FROM THE HIDALGO COUNTY PLANNING DEPARTMENT.

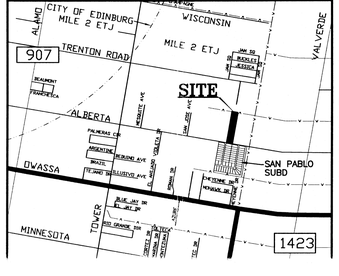
TRES LUNAS DEVELOPMENT L.L.C.
17.– ZACHARY SCURLOCK, MANAGER, THE OWNER & SUBDIVIDER OF SAN MARCOS SUBDIVISION
RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSED OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

18.– IRRIGATION EARTH CANAL ALONG THE NORTH SIDE OF ALBERTA ROAD HAS BEEN COVERED AND REPLACED WITH A 15" P.V.C. 80 P.S.I. IRRIGATION LINE.

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

LOCATION MAP SCALE 1" = 3000'



SAN PABLO SUBD

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

SAN MARCOS SUBDIVISION, IS LOCATED IN EAST HIDALGO COUNTY ON THE NORTH SIDE OF ALBERTA ROAD AND EAST SIDE OF TOWER ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 81,029), SAN MARCOS SUBDIVISION LIES APPROXIMATELY
1,900.00 FEET FROM THE CITY LIMITS AND IT IS NOT WITHIN THE CITY'S TWO–MILE EXTRA–TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021. LIES IN PRECINCT 4.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	TRES LUNAS DEVELOPMENT L.L.C. BY: ZACHARY SCURLOCK, MANAGER	3714 S. EXPRESSWAY 281	EDINBURG, TX 78539	386–0723	
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	381–6480	381–0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	381–6480	381–0527

SUBDIVISION PLAT OF:

SAN MARCOS SUBDIVISION

A 10.00 ACRE TRACT OF LAND BEING THE WEST 10.00 ACRES OF THE EAST 26.27 ACRES OF LOT 7, BLOCK 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24–26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO ASSUMPTION WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2534107, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 10.00 ACRE TRACT OF LAND BEING THE WEST 10.00 ACRES OF THE EAST 26.27 ACRES OF LOT 7, BLOCK 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24–26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO ASSUMPTION WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2534107 OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A COTTON PICKER SPINDLE SET ON THE SOUTH LINE OF LOT 7 AND WITHIN THE RIGHT OF WAY OF ALBERTA ROAD FOR THE SOUTHEAST CORNER OF THE MARTIN CONTRERAS TRACT (A 10.00 ACRE TRACT OUT OF LOT 7, BLOCK 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2168428, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHWEST CORNER OF THIS TRACT, SAID SPINDLE BEARS S 81°28'09" E, 660.00 FEET FROM THE SOUTHWEST CORNER OF LOT 7.

THENCE; N 08°31'51" E, ALONG THE EAST LINE OF THE MARTIN CONTRERAS TRACT, PASSING A 1/2" IRON ROD WITH CAP STAMPED CVQ LS FOUND AT 30.00 FEET FOR THE NORTH RIGHT OF WAY LINE OF ALBERTA ROAD, PASSING A 1/2" IRON ROD WITH CAP STAMPED CVQ LS FOUND AT 1,270.00 FEET FOR THE SOUTH LINE OF A AN EASEMENT TO HIDALGO COUNTY IRRIGATION DISTRICT No.2, A TOTAL DISTANCE OF 1,320.00 FEET TO A POINT ON THE NORTH LINE OF LOT 7 FOR THE NORTHEAST CORNER OF THE MARTIN CONTRERAS TRACT AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 81°28'09" E, ALONG THE NORTH LINE OF LOT 7, A DISTANCE OF 330.00 FEET TO A POINT FOR THE NORTHWEST CORNER OF THE ENRIQUE VASQUEZ TRACT (THE WEST 5.00 ACRES OF THE EAST 16.27 ACRES OF LOT 7, BLOCK 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1815847, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 08°31'51" W, ALONG THE WEST LINE OF THE ENRIQUE VASQUEZ TRACT, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 50.00 FEET FOR THE SOUTH LINE OF SAID EASEMENT TO HIDALGO COUNTY IRRIGATION DISTRICT No.2, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 1,290.00 FEET FOR THE NORTH RIGHT OF WAY LINE OF ALBERTA ROAD, A TOTAL DISTANCE OF 1,320.00 FEET TO A COTTON PICKER SPINDLE SET ON THE SOUTH LINE OF LOT 7 AND WITHIN THE RIGHT OF WAY OF ALBERTA ROAD FOR THE SOUTHWEST CORNER OF THE ENRIQUE VASQUEZ TRACT AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 81°28'09" W, ALONG THE SOUTH LINE OF LOT 7 AND WITHIN THE RIGHT OF WAY OF ALBERTA ROAD, A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 10.00 ACRES OF LAND MORE OR LESS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION.

STATE OF TEXAS — ALFONSO QUINTANILLA 4856 — REGISTERED PROFESSIONAL LAND SURVEYOR

ALFONSO QUINTANILLA
R.P.L.S. No. 4856

10–7–13
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

STATE OF TEXAS — ALFONSO QUINTANILLA 95534 — LICENSED PROFESSIONAL ENGINEER

P.E.

ALFONSO QUINTANILLA
P.E. No. 95534

11-10-14
DATE

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor" whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein, Thus agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above–described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this 10th day of November, 20 14.

TRES LUNAS DEVELOPMENT L.L.C.
ZACHARY SCURLOCK, MANAGER
3714 S. EXPRESSWAY 281
EDINBURG TX, 78539

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, ZACHARY SCURLOCK MANAGER OF TRES LUNAS DEVELOPMENT L.L.C., AS OWNER OF THE 10.00 ACRES TRACT OF LANDENCOMPASSED WITHIN THEPROPOSED SAN MARCOS SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

TRES LUNAS DEVELOPMENT L.L.C.
BY: ZACHARY SCURLOCK, MANAGER
3714 S. EXPRESSWAY 281
EDINBURG TX, 78539

11-10-14
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

TRES LUNAS DEVELOPMENT L.L.C.

BEFORE ME, the undersigned authority, on this day personally appeared ZACHARY SCURLOCK, MANAGER , known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and considerations therein stated.

Given under my hand and seal of office this 10th day of NOVEMBER, 20 14.

LILIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
July 23, 2016.

LILIA A. QUINTANILLA– NOTARY PUBLIC

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY that this plat of the SAN MARCOS SUBDIVISION, was reviewed and approved by the Hidalgo County Commissioners Court on _____, _____.

Hidalgo County Judge — Date

ATTEST: _____
Hidalgo County Clerk — Date

THIS PLAT IS HEREBY APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 ON THIS, THE _____DAY OF _____, 20____.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT #2 RIGHTS OF WAYS OR EASEMENTS.

PRESIDENT — ATTEST: _____ SECRETARY

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF SAN MARCOS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, _____.

ENVIRONMENTAL HEALTH DIVISION MANAGER — DATE

NOTE:
HIDALGO COUNTY DRAINAGE DISTRICT No. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS CODE No. 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

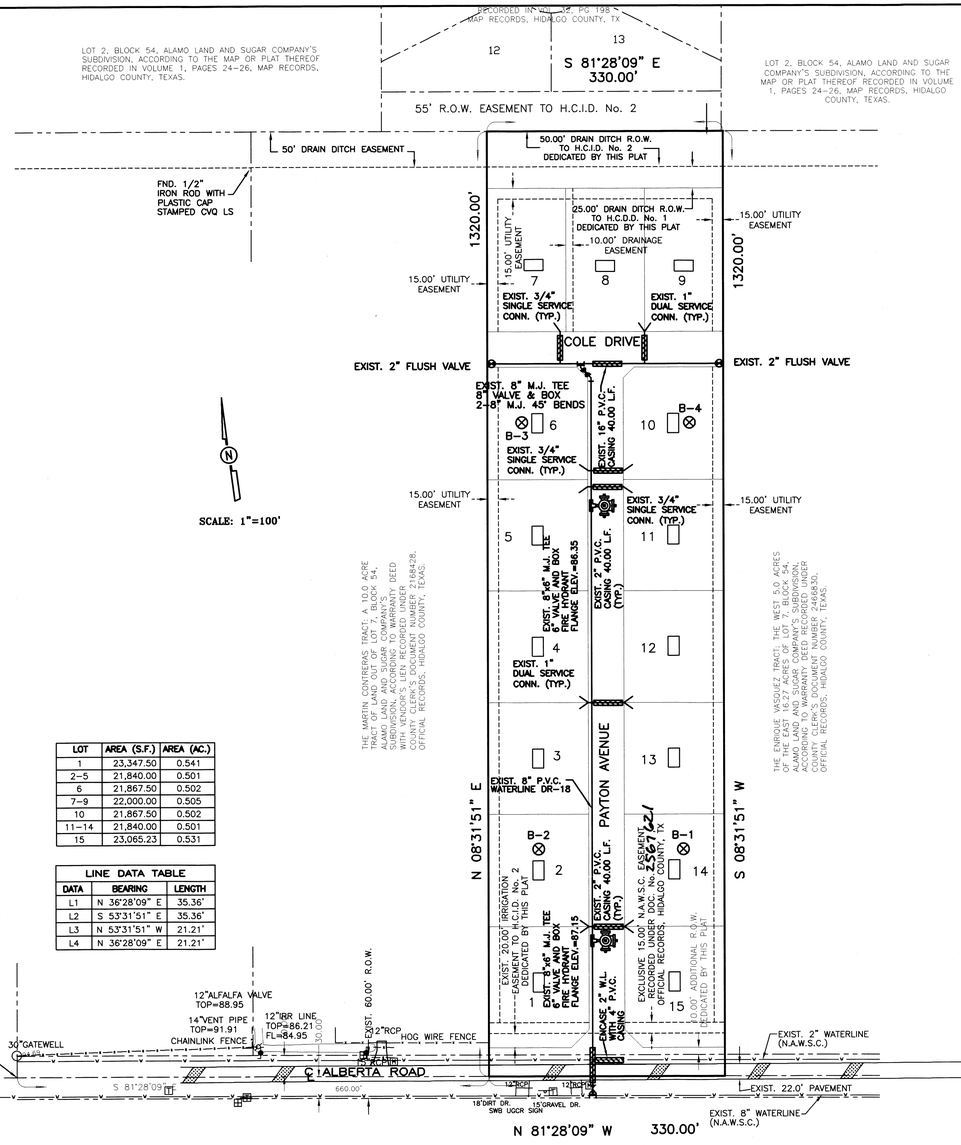
ON: _____AT_____ AM/PM
INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY:_____ DEPUTY

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F–1513
PHONE 956–381–6480
FAX 956–381–0527
OFFICE@QHAENGINEERING.COM

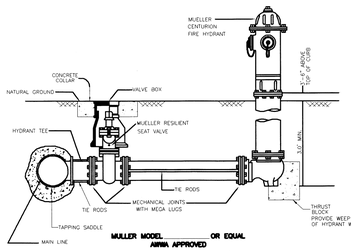
TRES LUNAS DEVELOPMENT L.L.C.
ZACHARY SCURLOCK, MANAGER
3714 S. EXPRESSWAY 281
EDINBURG TX, 78539

SHEET No. 1 OF 3 SHEETS	FILENAME : F:\DATA\SUBDIVS\HIDALGO CO.\SAN MARCOS SUBDIVISION\PLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	11–5–13	M.G.		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY



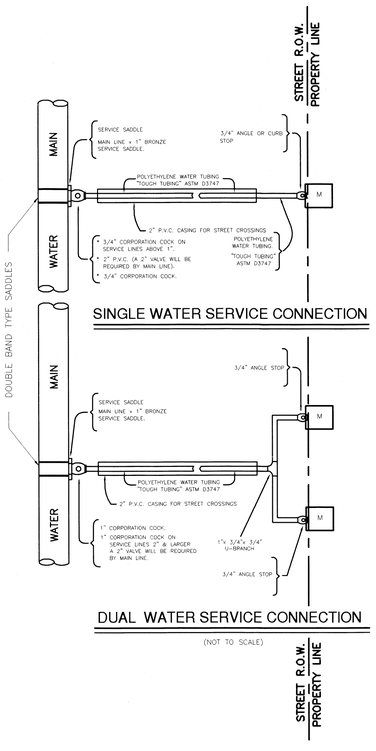
LOT	AREA (S.F.)	AREA (AC.)
1	23,347.50	0.541
2-5	21,840.00	0.501
6	21,867.50	0.502
7-9	22,000.00	0.505
10	21,867.50	0.502
11-14	21,840.00	0.501
15	23,065.23	0.531

LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	N 36°28'09" E	35.36'
L2	S 53°31'51" E	35.36'
L3	N 53°31'51" W	21.21'
L4	N 36°28'09" E	21.21'



NAWSC FIRE HYDRANT

(NOT TO SCALE)



EXIST. FIRE HYDRANT

B-1 ⊗ TEST BORINGS

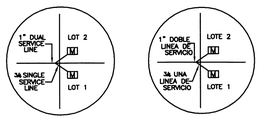
EXIST. SEPTIC TANK (OSSF)

COST ESTIMATE

WATER DISTRIBUTION:	$ 41,100.00
DRAINAGE IMPROVEMENTS:	$ 44,220.50
PAVING IMPROVEMENTS:	$ 88,824.50
SEPTIC TANK (OSSF):	$ 17,175.00

[M] WATER METER BOX
—8" WATER SUPPLY LINE
—SERVICE LINES

[M] CAJA DE MEDIDOR DE AGUA
—8" LINEA DE AGUA
—LINEAS DE SERVICIOS



SUBDIVIDER CERTIFICATION

1.– BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

TRES LUNAS DEVELOPMENT L.L.C.
ZACHARY SCURLOCK, MANAGER

1.– I (WE), SUBDIVIDERS OF **SAN MARCOS SUBDIVISION** HEREBY CERTIFY SEWER PERMITS, AS APPLICABLE, HAVE BEEN PAID AND COPIES OF RECEIPTS ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

TRES LUNAS DEVELOPMENT L.L.C.
BY: ZACHARY SCURLOCK, MANAGER
3714 S. EXPRESSWAY 281
EDINBURG TX, 78539

12-2-14
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared
TRES LUNAS DEVELOPMENT L.L.C.
ZACHARY SCURLOCK, MANAGER
proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that he executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this 2nd day of DECEMBER, 2014.

LILIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
July 23, 2016.

LILIA A. QUINTANILLA– NOTARY PUBLIC

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00

LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

SAN MARCOS SUBDIVISION

A 10.00 ACRE TRACT OF LAND BEING THE WEST 10.00 ACRES OF THE EAST 26.27 ACRES OF LOT 7, BLOCK 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24–26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO ASSUMPTION WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2534107, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

FINAL ENGINEERING REPORT FOR SAN MARCOS SUBDIVISION:
BY ALFONSO QUINTANILLA, P.E.

WATER SUPPLY: Description and Costs.

SAN MARCOS SUBDIVISION IS PROVIDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY CORPORATION ("N.A.W.S.C."). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C. HAVE PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THE SUBDIVISION. N.A.W.S.C. HAS AN EXISTING 8" DIAMETER WATERLINE RUNNING ALONG THE SOUTH SIDE OF ALBERTA ROAD.

THE WATER SYSTEM FOR SAN MARCOS SUBDIVISION CONSIST OF AN 8" DIAMETER WATERLINE THAT CONNECTS TO THE SAID 8" WATERLINE ON OWASSA ROAD AND RUNS NORTH ALONG THE WEST SIDE OF PAYTON AVENUE. THE 8" DIAMETER WATERLINE TURNS EAST AND WEST AND RUNS ON THE SOUTH SIDE OF COLE DRIVE, ENDING WITH A 2" FLUSH VALVE IN FRONT OF LOTS 7 AND 9.

FROM THE 8" WATERLINE, FIVE (5) 1" DUAL WATER SERVICES RUN TO PAIRS OF LOTS BEFORE SPLITTING INTO 3/4" DIAMETER SINGLE SERVICES AND FIVE (5) 3/4" DIAMETER SINGLE SERVICE GOES TO THE METER BOXES FOR EACH LOT.

THE 8" DIAMETER WATERLINE, THE 1" DUAL SERVICE LINES, THE 3/4" SINGLE SERVICE LINES, AND THE WATER METER BOXES HAVE BEEN INSTALLED AT A TOTAL COST OF $ 41,100.00 OR $ 2,740.00 PER LOT. IN ADDITION, THE SUBDIVIDER WILL PAY N.A.W.S.C. THE SUM OF $ 8,100.00 OR $ 540.00 PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, RIGHTS ACQUISITION FEES AND ALL MEMBERSHIPS OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C.. UPON REQUEST BY THE LOT OWNER OF A LOT, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE SUBDIVIDER HAS INSTALLED TWO (2) FIRE HYDRANTS AT A UNIT COST OF $ 3,000.00 FOR A TOTAL COST OF $ 6,000.00. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES: Description and Costs.

SEWAGE FROM SAN MARCOS SUBDIVISION, IS TREATED BY INDIVIDUAL ON–SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAINFIELD ON EACH LOT. THE SITE EVALUATOR (LICENSE NUMBER OS 12258) HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. HIGHLIGHTS OF THE REPORT ARE AS FOLLOWS:

EACH LOT IN THE SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE THE UNITED STATES OF AGRICULTURE SOIL CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A FINE SANDY LOAM. THE SITE EVALUATOR (LICENSE NUMBER OS 12258) HAD FOUR (4) TEST BORINGS MADE AT OPPOSITE AREAS OF THE SUBDIVISION AT THE CENTERS OF LOTS 2, 6, 10 AND 14 (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMITED AREA.) THE SOIL REPORT AS PREPARED BY THE SITE EVALUATOR (LICENSE NUMBER OS 12258) INDICATES A CLAY LOAM AND SANDY CLAY LOAM (WITH TEXTURE CLASS II) EXTENDING MORE THAN 24" BELOW THE BOTTOM OF ANY EXIST. EXCAVATIONS. THE SUBDIVISION DRAINS WELL, THE 10–YEAR STORM BEING CONTAINED WITHIN THE STREET AND THE DRAINAGE EASEMENTS.

THE COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $ 1,145.00, INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSFS HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL AT A TOTAL COST OF $ 17,175.00 . THE HIDALGO COUNTY HEALTH DEPARTMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF ON .

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE; I CERTIFY THAT THE ESTIMATED COSTS TO INSTALL CONSTRUCTED WATER AND ON–SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES– THESE FACILITIES ARE FULLY CONSTRUCTED, WITH INSTALLATION OF WATER METERS, AT A TOTAL COST OF $ 49,200.00 OR $ 3,280.00 PER LOT.

SEWAGE FACILITIES– THESE FACILITIES FULLY CONSTRUCTED WILL COST A GRAND TOTAL OF $ 17,175.00 WHICH EQUALS TO $ 1,145.00 PER LOT.

STATE OF TEXAS · ALFONSO QUINTANILLA · 95534 · LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA P.E.
P.E. 95534

12-2-14
DATE

REPORTE FINAL DE INGENIERIA PARA LA SUBDIVISION SAN MARCOS SUBDIVISION:
POR ALFONSO QUINTANILLA, P.E.

PROVISION DE AGUA: Descripcion y Gastos.

SAN MARCOS SUBDIVISION ES PROVISTA DE AGUA POTABLE POR LA COMPAÑIA DE AGUA DE NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). EL DUEÑO DE LA SUBDIVISION Y LA COMPAÑIA DE AGUA N.A.W.S.C. SE HAN COMPROMETIDO A PROVEER DE AGUA SUFICIENTE A LA SUBDIVISION POR UN PERIODO DE 30 AÑOS. LA COMPAÑIA DE AGUA N.A.W.S.C. HA PRESENTADO LA DOCUMENTACION DEMOSTRANDO LA DISPONIBILIDAD DE CANTIDAD Y CALIDAD DE AGUA A LARGO PLAZO QUE SERVIRA PARA EL FUTURO DESARROLLO DE LA SUBDIVISION. N.A.W.S.C. TIENE UN LINEA EXISTENTE DE 8" DE DIAMETRO DE AGUA QUE CORRE POR EL LADO SUR DE CALLE ALBERTA ROAD.

EL SISTEMA DE AGUA PARA SAN MARCOS SUBDIVISION CONSISTE DE UNA LINEA DE AGUA DE 8" DE DIAMETRO QUE SE CONNECTA CON LA LINEA EXISTENTE DE AGUA DE 8" DE DIAMETRO Y CORRE NORTE POR EL LADO OESTE DE LA CALLE PAYTON AVENUE. LA LINEA DE AGUA DE 8" DE DIAMETRO VOLTEA ESTE Y OESTE, TERMINANDO CON UNA VALVULA DE 2" EN FRENTE DE LOTES 7 Y 9.

DE LA LINEA DE 8" DE DIAMETRO, SE DESPRENDEN SIETE (7) SERVICIOS DOBLES DE 1" DE DIAMETRO QUE CORREN EN PARES HACIA LOS LOTES PARA DESPUES DIVIDIRSE EN DOS SERVICIOS SENCILLOS DE 3/4" DE PULGADA, Y UNO (1) SERVICIO SENCILLO DE 3/4" QUE VAN HACIA LOS MEDIDORES DE CADA LOTE.

LA LINEA DE 8" DE DIAMETRO, LAS LINEAS DE SERVICIO DOBLE DE 1" DE DIAMETRO, LAS LINEAS DE SERVICIO SENCILLO DE 3/4" DE DIAMETRO Y LAS CAJAS DE LOS MEDIDORES DE AGUA HA SIDO INSTALARON A UN COSTO TOTAL DE US$ 41,100.00 O US$ 2,740.00 POR LOTE. ADICIONALMENTE, EL DUEÑO DE LA SUBDIVISION PAGARA A N.A.W.S.C. LA CANTIDAD DE US$ 8,100.00 O US$ 540.00 POR SOLAR DE ACUERDO AL CONTRATO Y DOCUMENTO DE 30 AÑOS DE SERVICIO DE AGUA POTABLE EL CUAL CUBRE LOS MEDIDORES DE AGUA, INSTALACION, CONEXION Y MEMBRESIAS. CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑIA N.A.W.S.C. LO INSTALARA SIN ALGÚN GASTO AL DUEÑO. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN HA INSTALADO DOS (2) BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO DE US$ 3,000.00 POR CADA UNO CUAL GASTA UNA CANTIDAD TOTAL US$ 6,000.00 . EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: Descripcion y Gastos.

EL DRENAJE DE SAN MARCOS SUBDIVISION, TENDRA FOSAS SEPTICAS INDIVIDUALES (OSSF) CONSISTIENDO EN UN DISEÑO NORMAL, CON DOBLE COMPARTIMIENTO DE FOSA SEPTICA (OSSF) Y UN CAMPO DE DRENAJE EN CADA SOLAR. EL EVALUADOR (LIC# OS 12258) DE ENSUCIE HA INSPECCIONADO, EVALUADO Y REPORTADO QUE LA UBICACION DE LA SUBDIVISION ES CONVENIENTE PARA FOSAS SEPTICAS (OSSF). EL REPORTE FUE EXAMINADO Y APROBADO POR EL DEPARTAMENTO DE SALUD DEL CONDADO DE HIDALGO.

CADA SOLAR EN LA SUBDIVISION MIDE MEDIO ACRE DE TAMAÑO. EL LIBRO DE SERVICIOS Y CONSERVACION DEL SUELO DEL DEPARTAMENTO DE AGRICULTURA DE LOS ESTADOS UNIDOS (USDA) INDICA UNA MEZCLA DE BARRO ARENOSO. EL EVALUADOR (LIC# OS 12258) HIZO CUATRO (4) PRUEBAS CON AGUJEROS EN EL CENTRO DE LOS LOTES 2, 6, 10 Y 14 . (PRUEBAS ADICIONALES NO FUERON NECESARIAS PORQUE EL SUELO ES MUY UNIFORMÉ DENTRO DEL ÁREA DELIMITADA). EL SUELO ES UN MARGA DE BARRO ARENOSO Y MARGA DE BARRO (CON TEXTURA CLASE II) EXTENDIDO A MAS DE 24 PULGADAS BAJO EL FONDO DE CUALQUIER EXCAVACION POR EL EVALUADOR (LIC# OS 12258). NO HAY PRESENCIA DE AGUA SUBTERRANEA BAJO LA CAPA DE 24 PULGADAS DE FONDO DE LAS EXCAVACIONES.

EL COSTO TOTAL PARA LA INSTALACIÓN DE UN SISTEMA INDIVIDUAL DE FOSAS SÉPTICAS POR SOLAR SON US$ 1,145.00 , INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS TODAS LAS FOSA SÉPTICAS HAN SIDO INSTALADAS EN EL PROCESO DE LA APROBACIÓN FINAL. A UN COSTO TOTAL DE US$ 17,175.00 EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODOS LAS FOSAS SÉPTICAS Y AH APROBADO LA INSTALACIÓN DE LAS FOSAS SÉPTICAS DESDE EL .

CERTIFICACION:

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO, CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCION 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA DE AGUA FUE CONSTRUIDO, CON LA INSTALACION DE LOS MEDIDORES DE AGUA, EL COSTO TOTAL ES DE US$ 49,200.00 O US$ 3,280.00 POR LOTE.

DRENAJE: SE ESTIMA QUE LAS FOSAS SEPTICAS COSTARAN US$ 1,145.00 POR LOTE (TODO INCLUSO) A UN COSTO TOTAL DE US$ 17,175.00 PARA TODA LA SUBDIVISION.

STATE OF TEXAS · ALFONSO QUINTANILLA · 95534 · LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA P.E.
P.E. 95534

12-2-14
DATE

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER _____

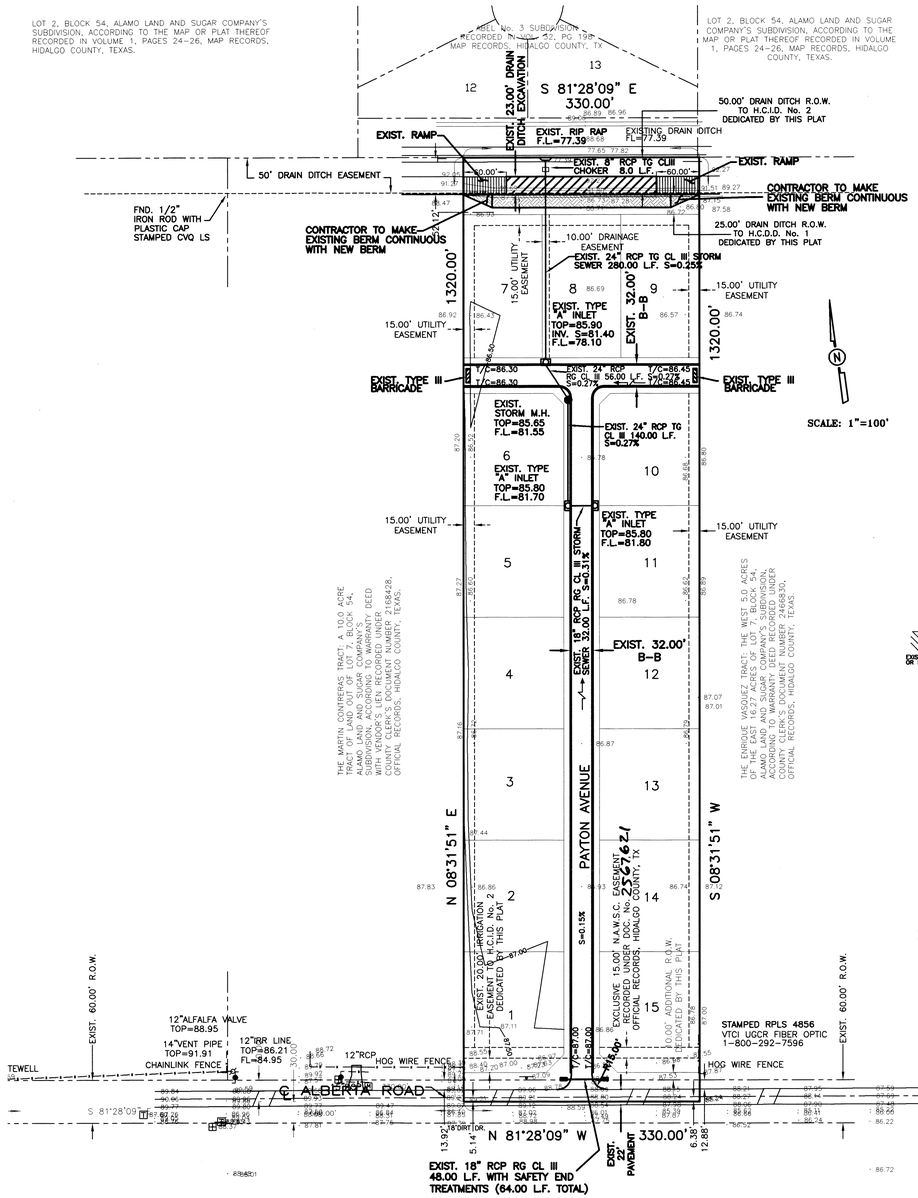
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

SHEET NO. 2 OF 3 SHEETS

FILENAME : F:\DATA\SUBD\HIDALGO CO\SAN MARCOS\B-PLAT

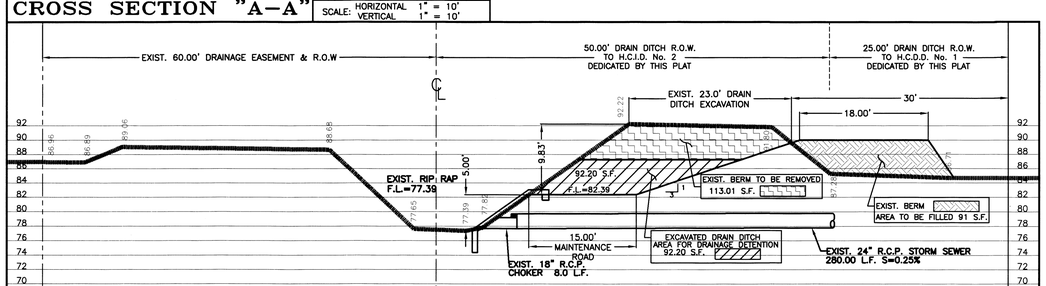
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
11-7-13	M. GONZALEZ		
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

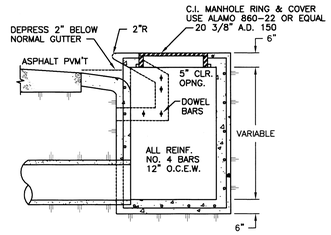


LEGEND
TOTAL REQUIRED -17,205.21 C.F.
TOTAL DETENTION-24,894.00 C.F.

CROSS SECTION "A-A"

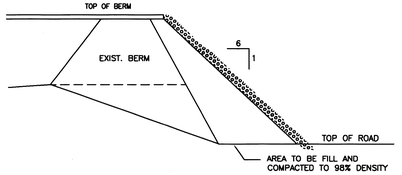
SCALE: HORIZONTAL 1" = 10'
VERTICAL 1" = 10'





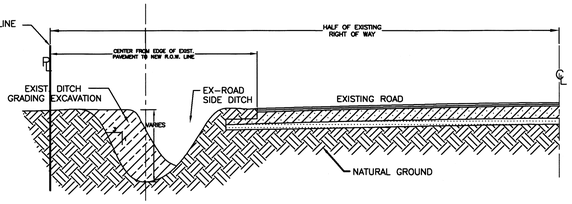
TYPE "A" INLET DETAIL

NOT TO SCALE



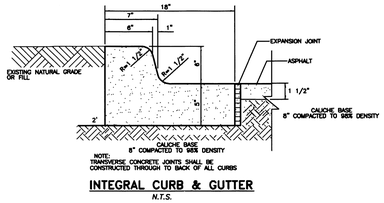
RAMP DRIVE SECTION

N.T.S.



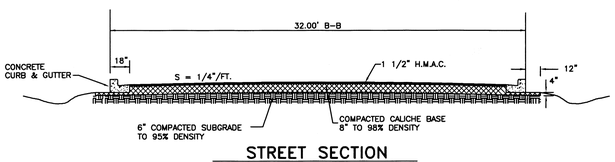
RECONSTRUCTION OF ROAD SIDE DITCH

NOT TO SCALE



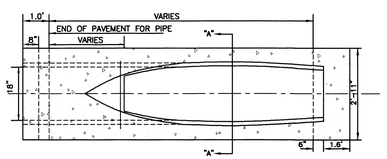
INTEGRAL CURB & GUTTER

N.T.S.

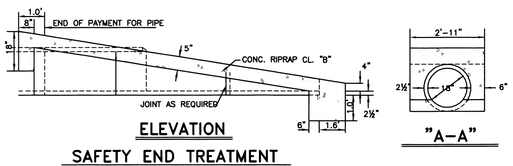


STREET SECTION

NOT TO SCALE



PLAN

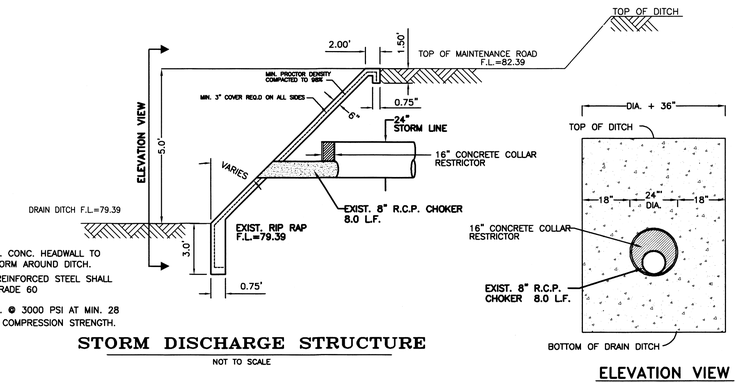


ELEVATION

SAFETY END TREATMENT

NOT TO SCALE

"A-A"



STORM DISCHARGE STRUCTURE

NOT TO SCALE

ELEVATION VIEW

SAN MARCOS SUBDIVISION

A 10.00 ACRE TRACT OF LAND BEING THE WEST 10.00 ACRES OF THE EAST 26.27 ACRES OF LOT 7, BLOCK 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO ASSUMPTION WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2534107, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

DRAINAGE REPORT FOR
SAN MARCOS SUBDIVISION

SAN MARCOS Subdivision is a 10.00 acre tract of land being the west 10.0 acres of the east 26.27 acres of Lot 7, Block 54, Alamo Land And Sugar Company's Subdivision, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 1, Pages 24-26, map records, Hidalgo County, Texas, and according to warranty deed with vendor's lien recorded in Document Number 2534107, official records, Hidalgo County, Texas. This subdivision is located on the north side of Alberta Road approximately 4,620.00 feet east of Tower Road. The EXISTING subdivision will consist of 15 residential lots.

The tract is Zone "C" as per FEMA Flood Insurance Rate Map, Community Panel No. 480334 0425 C, dated on November 16, 1982.

This soil is sandy clay loam, clay, and clay loam. This soil is well drained. Permeability is moderate. Plasticity Index has a range of 11-23. See attached Soil Survey of Hidalgo County, Texas tables.

Presently, the site has very minimal runoff. The existing runoff for the EXISTING subdivision is Q= 2.63 cubic feet per second based on a 10-year storm.

After development the runoff will be Q= 8.03 cubic feet per second for an increase of Q= 5.40 cubic feet per second. Detention will be 17,205.21 cubic feet (0.39 acre feet) and will be accomplished by excavating this volume within the existing H.C.I.D. No. 2 Drain Ditch located on the north side of this development. Street runoff will flow into EXISTING type "A" inlets that drain into a EXISTING storm sewer system consisting of 18 inch and 24 inch drain lines. The EXISTING drain lines will drain into the existing H.C.I.D. No. 2 Drain Ditch on the north side of this subdivision.

THE COUNTY DRAINAGE DITCH FLOWS NORTH THEN EAST. THE DRAINAGE DITCH CARRIES WATER EASTWARD WHERE IT EMPTIES INTO LAGUNA MADRE. THE 10 YEAR STORM IS CONTAINED WITHIN THE RIGHT-OF-WAY OF STREET AND WITHIN THE DRAINAGE SWALES OF THE SUBDIVISION AS SHOWN BELOW. A RESTRICTIVE COVENANT (SET OUT ON SHEET 1 UNDER PLAT NOTES AND RESTRICTIONS) PROHIBITS THE CONSTRUCTION OF RESIDENTIAL HOUSING IN ANY AREA OF THE SUBDIVISION THAT IS IN A FLOODPLAIN UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968. AS FURTHER NOTED ON SHEET 1, THE FINISHED FLOOR ELEVATION OF EACH HOUSE IS REQUIRED TO BE AT LEAST 18 INCHES ABOVE THE TOP OF THE AVERAGE HEIGHT OF THE CURB IN FRONT OF THE LOT. THESE MEASURES PROVIDE POSITIVE DRAINAGE AWAY FROM ALL BUILDINGS, AVOID CONCENTRATING RUNOFF ONTO OTHER LOTS, AND COORDINATE INDIVIDUAL LOT DRAINAGE WITH THE GENERAL STORM DRAINAGE PATTERN FOR THE AREA. THE MAP BELOW ILLUSTRATES THE FLOW PATTERNS FOR THE RUNOFF.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE TRACT IS ZONE "C" (AREAS OF MINIMAL FLOODING.) (NO SHADING) AS DESCRIBED IN COMMUNITY PANEL NUMBER 480344 0425 C DATED ON November 16, 1982 IS CONTAINED WITHIN THE DRAINAGE OF THE SUBDIVISION, AS SHOWN BELOW.

STATE OF TEXAS — ALFONSO QUINTANILLA — 95534 — LICENSED PROFESSIONAL ENGINEER

P.E. 12-2-14

ALFONSO QUINTANILLA
P.E. 95534

DATE

COST ESTIMATE

WATER DISTRIBUTION:	$ 41,100.00
DRAINAGE IMPROVEMENTS:	$ 44,220.50
PAVING IMPROVEMENTS:	$ 88,804.50
SEPTIC TANK (OSSF):	$ 17,175.00

FLOW DIRECTION OF WATER

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00

LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

SHEET NO. 3 OF 3 SHEETS	FILENAME : F:\DATA\SUBD\HIDALCO CO\SAN MARCOS\B-PLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	11-7-13	M. GONZALEZ		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

Raul E. Sesin, P.E., CFM
Planning Administrator

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 12-16-2014

PROPOSED **SAN MARCOS** SUBDIVISION, PRECINCT No. **4 .**

ENGINEER: **QUINTANILLA, HEADLEY AND ASSOC.** DEVELOPER: **RICHARD SCURLOCK**

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **15** ☒ *SINGLE FAMILY ___ ☐ *MULTI-FAMILY ___ ☐ COMMERCIAL ___ ☐ INSTITUTIONAL

LOCATION DESCRIPTION: **Subdivision is located North of Alberta Rd. approximately 1 mile East of Tower Road.**

SUBDIVISION LIES WITHIN THE: ☒ *The rural area of the County.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **11-12-2013** PROPERTY LIES WITHIN FLOOD ZONE: **"C"** AS PER FEMA.

DRAINAGE DESIGN: **On site storm drainage pipe system. Detention will be accomplished by widening the existing drain ditch on the North property line.**

ROAD R.O.W. DEDICATION: **10 feet on to Alberta Road.**

H.C.R.O.W. FINAL APPROVAL DATE: **12-08-14** By, **Jesse Ozuna** PCT. 4 R.O.W. AGENT

SEWER SYSTEM: ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Jose Angel Gonzalez**
☒ OSSF HAVE BEEN ESCROWED WITH HIDALGO COUNTY.
N.A.W.S.C. LINE SIZE: **8"** LOCATION: **South of Alberta Road**

H.C.O.E.C. FINAL APPROVAL DATE: **12-02-14** : By **Ann De La Fuente, Administrative Assistant**

☒ **LARGE CONSTRUCTION**
The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

REQUEST FOR FINAL APPROVAL WITH: ☒ **Cash Deposit:** *Amount:$22,500.00 For:* ☒ *OSSF(S) 15*

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: **DECEMBER 20, 2013**

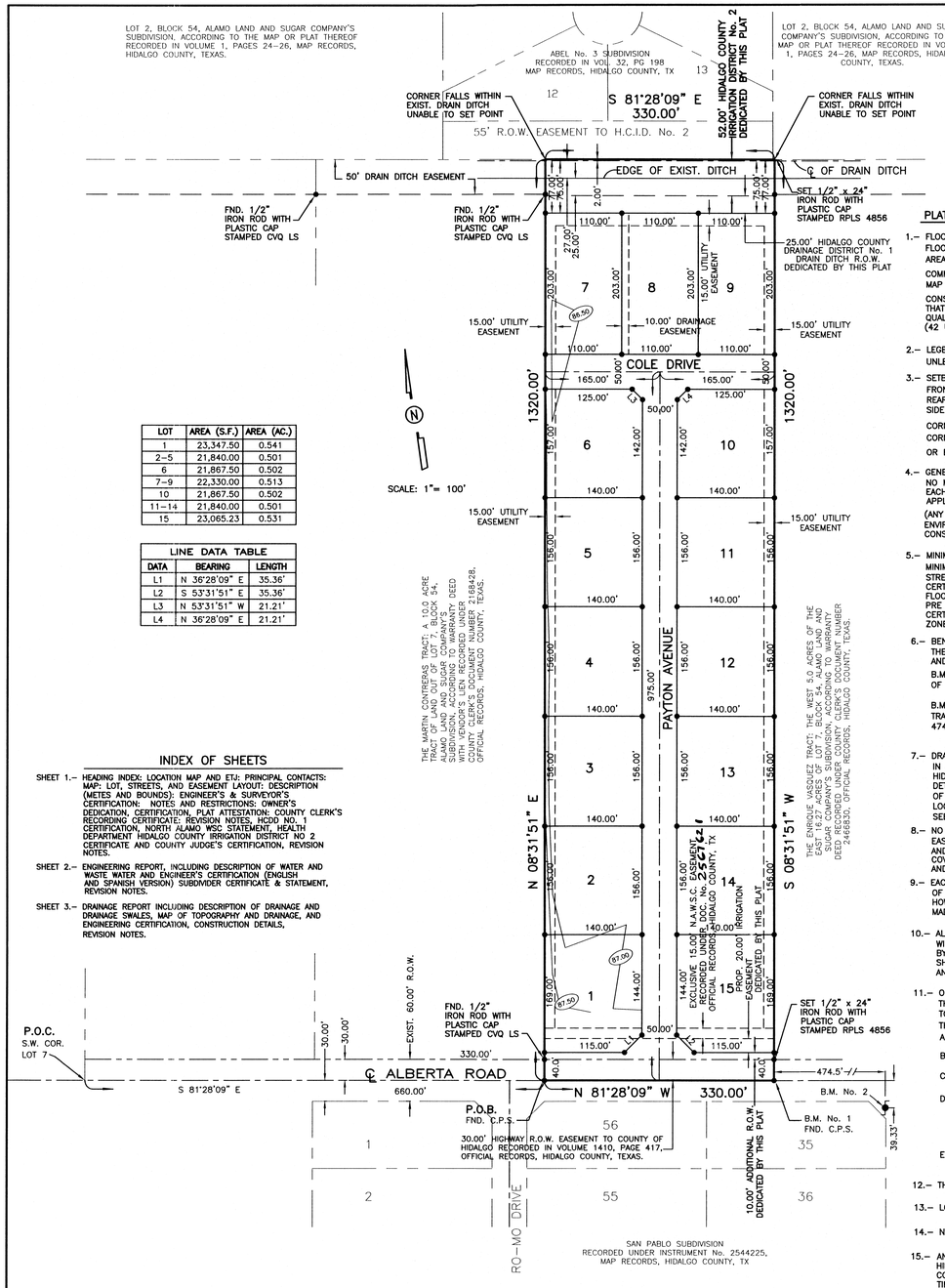
STAFF RECOMMENDS:

☐ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments,*

☐ **Final Approval** *subject to recommendations other departments*

☒ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*



LOT	AREA (S.F.)	AREA (AC.)
1	23,347.50	0.541
2–5	21,840.00	0.501
6	21,867.50	0.502
7–9	22,330.00	0.513
10	21,867.50	0.502
11–14	21,840.00	0.501
15	23,065.23	0.531

LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	N 36°28'09" E	35.36'
L2	S 53°31'51" E	35.36'
L3	N 53°31'51" W	21.21'
L4	N 36°28'09" E	21.21'

INDEX OF SHEETS

SHEET 1.– HEADING INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS: MAP: LOT, STREETS, AND EASEMENT LAYOUT: DESCRIPTION (METES AND BOUNDS): ENGINEER'S & SURVEYOR'S CERTIFICATION: NOTES AND RESTRICTIONS: OWNER'S DEDICATION, CERTIFICATION, PLAT ATTESTATION: COUNTY CLERK'S RECORDING CERTIFICATE: REVISION NOTES, HCDD NO. 1 CERTIFICATION, NORTH ALAMO WSC STATEMENT, HEALTH DEPARTMENT HIDALGO COUNTY IRRIGATION DISTRICT NO 2 CERTIFICATE AND COUNTY JUDGE'S CERTIFICATION, REVISION NOTES.

SHEET 2.– ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION) SUBDIVIDER CERTIFICATE & STATEMENT, REVISION NOTES.

SHEET 3.– DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION, CONSTRUCTION DETAILS, REVISION NOTES.

PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "C"
AREAS OF MINIMAL FLOODING. (NO SHADING)
COMMUNITY–PANEL NUMBER 480334 0425 C
MAP REVISED: NOVEMBER 16, 1982
CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100–YEAR FLOODPLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2.– LEGEND ● – DENOTES 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4856, UNLESS OTHERWISE NOTED.

3.– SETBACKS:
FRONT..... 25.00 FEET
REAR..... 15.00 FEET
SIDE..... 6.00 FEET
CORNER SIDE: 10.00 FEET CORNER GARAGE SIDE: 18.00 FEET
CORNER GARAGE FRONT: 18.00 FEET
OR ESEMENT WHICHEVER IS GREATER IN ALL CASES

4.– GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE–SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.
(ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT OFFICE OF ENVIRONMENTAL COMPLIANCE AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

5.– MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

6.– BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No.1: ELEV.= 88.24 FND. C.P.S. AT THE SOUTHEAST CORNER OF THIS PROP. SUBD. NAVD 88 DATUM.
B.M. No.2: ELEV. =90.53 SQUARE CUT MADE AT SOUTH SIDE OF HIGH POWER TRANSMISSION POLE CONCRETE BASE LOCATED 39.33 FEET SOUTH AND 474.5 FEET EAST FROM SOUTHEAST CORNER OF THIS SUBDIVISION. N.A.V.D. 88 DATUM.

7.– DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 17,205.21 CUBIC –FEET 0.39 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS:
SEE DRAINAGE REPORT ON SHEET No. 2.

8.– NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE EASEMENT.

9.– EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

10.– ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

11.– ON–SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON–SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY A SEPARATED DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPT MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE SOIL EVALUATOR HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

12.– THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

13.– LOTS 1 AND 15 SHALL NOT HAVE ACCESS/DRIVEWAY ONTO ALBERTA ROAD.

14.– NO COMMERCIAL USE SHALL BE ALLOWED ON ALL INTERNAL LOTS 2 THROUGH 14.

15.– AN OFF–STREET PARKING LOT SITE PLAN AND DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR COMMERCIAL & INDUSTRIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

16.– LOTS 1 AND 15 SHALL NOT HAVE ACCESS/DRIVEWAY ONTO ALBERTA ROAD UNLESS UTILIZED FOR COMMERCIAL USE. IF THE AFOREMENTIONED LOTS ARE UTILIZED FOR COMMERCIAL USE, THEN THE LOT OWNER WILL BE REQUIRED TO INSTALL A BUFFER FENCE ABUTTING ALL RESIDENTIAL LOTS. LOCATION OF ACCESS/DRIVEWAY SHALL BE SHOWN ON THE SITE PLAN AS PER NOTE 15 AND IS SUBJECT TO APPROVAL FROM THE HIDALGO COUNTY PLANNING DEPARTMENT.

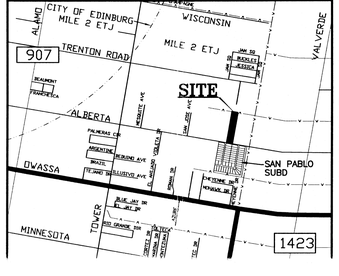
TRES LUNAS DEVELOPMENT L.L.C.
17.– ZACHARY SCURLOCK, MANAGER, THE OWNER & SUBDIVIDER OF SAN MARCOS SUBDIVISION
RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSED OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

18.– IRRIGATION EARTH CANAL ALONG THE NORTH SIDE OF ALBERTA ROAD HAS BEEN COVERED AND REPLACED WITH A 15" P.V.C. 80 P.S.I. IRRIGATION LINE.

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

LOCATION MAP SCALE 1" = 3000'



SAN PABLO SUBD

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

SAN MARCOS SUBDIVISION, IS LOCATED IN EAST HIDALGO COUNTY ON THE NORTH SIDE OF ALBERTA ROAD AND EAST SIDE OF TOWER ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 81,029), SAN MARCOS SUBDIVISION LIES APPROXIMATELY
1,900.00 FEET FROM THE CITY LIMITS AND IT IS NOT WITHIN THE CITY'S TWO–MILE EXTRA–TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021. LIES IN PRECINCT 4.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	TRES LUNAS DEVELOPMENT L.L.C. BY: ZACHARY SCURLOCK, MANAGER	3714 S. EXPRESSWAY 281	EDINBURG, TX 78539	386–0723	
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	381–6480	381–0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	381–6480	381–0527

SUBDIVISION PLAT OF:

SAN MARCOS SUBDIVISION

A 10.00 ACRE TRACT OF LAND BEING THE WEST 10.00 ACRES OF THE EAST 26.27 ACRES OF LOT 7, BLOCK 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24–26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO ASSUMPTION WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2534107, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 10.00 ACRE TRACT OF LAND BEING THE WEST 10.00 ACRES OF THE EAST 26.27 ACRES OF LOT 7, BLOCK 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24–26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO ASSUMPTION WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2534107 OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A COTTON PICKER SPINDLE SET ON THE SOUTH LINE OF LOT 7 AND WITHIN THE RIGHT OF WAY OF ALBERTA ROAD FOR THE SOUTHEAST CORNER OF THE MARTIN CONTRERAS TRACT (A 10.00 ACRE TRACT OUT OF LOT 7, BLOCK 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2168428, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHWEST CORNER OF THIS TRACT, SAID SPINDLE BEARS S 81°28'09" E, 660.00 FEET FROM THE SOUTHWEST CORNER OF LOT 7.

THENCE; N 08°31'51" E, ALONG THE EAST LINE OF THE MARTIN CONTRERAS TRACT, PASSING A 1/2" IRON ROD WITH CAP STAMPED CVQ LS FOUND AT 30.00 FEET FOR THE NORTH RIGHT OF WAY LINE OF ALBERTA ROAD, PASSING A 1/2" IRON ROD WITH CAP STAMPED CVQ LS FOUND AT 1,270.00 FEET FOR THE SOUTH LINE OF A AN EASEMENT TO HIDALGO COUNTY IRRIGATION DISTRICT No.2, A TOTAL DISTANCE OF 1,320.00 FEET TO A POINT ON THE NORTH LINE OF LOT 7 FOR THE NORTHEAST CORNER OF THE MARTIN CONTRERAS TRACT AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 81°28'09" E, ALONG THE NORTH LINE OF LOT 7, A DISTANCE OF 330.00 FEET TO A POINT FOR THE NORTHWEST CORNER OF THE ENRIQUE VASQUEZ TRACT (THE WEST 5.00 ACRES OF THE EAST 16.27 ACRES OF LOT 7, BLOCK 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1815847, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 08°31'51" W, ALONG THE WEST LINE OF THE ENRIQUE VASQUEZ TRACT, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 50.00 FEET FOR THE SOUTH LINE OF SAID EASEMENT TO HIDALGO COUNTY IRRIGATION DISTRICT No.2, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 1,290.00 FEET FOR THE NORTH RIGHT OF WAY LINE OF ALBERTA ROAD, A TOTAL DISTANCE OF 1,320.00 FEET TO A COTTON PICKER SPINDLE SET ON THE SOUTH LINE OF LOT 7 AND WITHIN THE RIGHT OF WAY OF ALBERTA ROAD FOR THE SOUTHWEST CORNER OF THE ENRIQUE VASQUEZ TRACT AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 81°28'09" W, ALONG THE SOUTH LINE OF LOT 7 AND WITHIN THE RIGHT OF WAY OF ALBERTA ROAD, A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 10.00 ACRES OF LAND MORE OR LESS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION.

STATE OF TEXAS — ALFONSO QUINTANILLA 4856 — REGISTERED PROFESSIONAL LAND SURVEYOR

ALFONSO QUINTANILLA
R.P.L.S. No. 4856

10–7–13
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

STATE OF TEXAS — ALFONSO QUINTANILLA 95534 — LICENSED PROFESSIONAL ENGINEER

P.E.

ALFONSO QUINTANILLA
P.E. No. 95534

11-10-14
DATE

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor" whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein, Thus agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above–described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this 10th day of November, 20 14.

TRES LUNAS DEVELOPMENT L.L.C.
ZACHARY SCURLOCK, MANAGER
3714 S. EXPRESSWAY 281
EDINBURG TX, 78539

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, ZACHARY SCURLOCK MANAGER OF TRES LUNAS DEVELOPMENT L.L.C., AS OWNER OF THE 10.00 ACRES TRACT OF LANDENCOMPASSED WITHIN THEPROPOSED SAN MARCOS SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

TRES LUNAS DEVELOPMENT L.L.C.
BY: ZACHARY SCURLOCK, MANAGER
3714 S. EXPRESSWAY 281
EDINBURG TX, 78539

11-10-14
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

TRES LUNAS DEVELOPMENT L.L.C.

BEFORE ME, the undersigned authority, on this day personally appeared ZACHARY SCURLOCK, MANAGER , known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and considerations therein stated.

Given under my hand and seal of office this 10th day of NOVEMBER, 20 14.

LILIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
July 23, 2016.

LILIA A. QUINTANILLA– NOTARY PUBLIC

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY that this plat of the SAN MARCOS SUBDIVISION, was reviewed and approved by the Hidalgo County Commissioners Court on _____, _____.

Hidalgo County Judge — Date

ATTEST: _____
Hidalgo County Clerk — Date

THIS PLAT IS HEREBY APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 ON THIS, THE _____DAY OF _____, 20____.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT #2 RIGHTS OF WAYS OR EASEMENTS.

PRESIDENT — ATTEST: _____ SECRETARY

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF SAN MARCOS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, _____.

ENVIRONMENTAL HEALTH DIVISION MANAGER — DATE

NOTE:
HIDALGO COUNTY DRAINAGE DISTRICT No. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS CODE No. 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

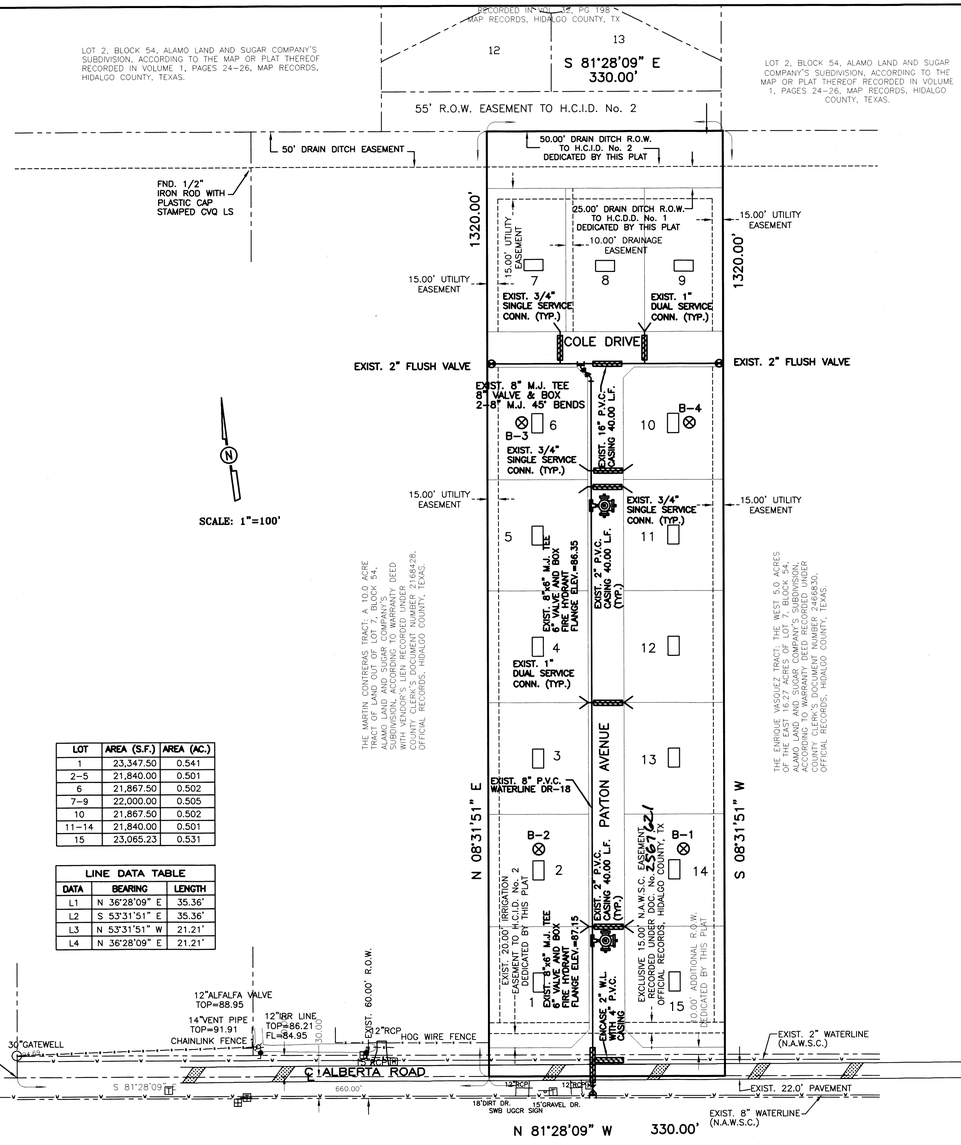
ON: _____AT_____ AM/PM
INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY:_____ DEPUTY

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F–1513
PHONE 956–381–6480
FAX 956–381–0527
OFFICE@QHAENGINEERING.COM

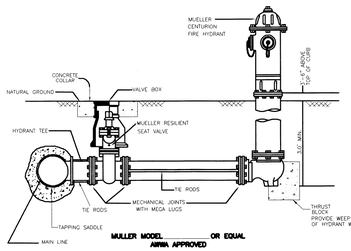
TRES LUNAS DEVELOPMENT L.L.C.
ZACHARY SCURLOCK, MANAGER
3714 S. EXPRESSWAY 281
EDINBURG TX, 78539

SHEET No. 1 OF 3 SHEETS	FILENAME : F:\DATA\SUBDIVS\HIDALGO CO.\SAN MARCOS SUBDIVISION\PLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	11–5–13	M.G.		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY



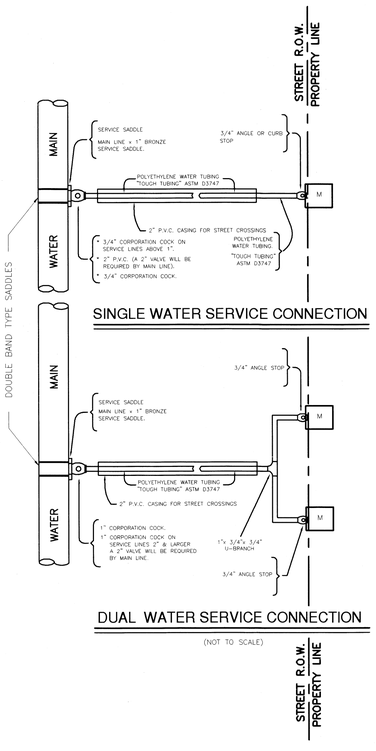
LOT	AREA (S.F.)	AREA (AC.)
1	23,347.50	0.541
2-5	21,840.00	0.501
6	21,867.50	0.502
7-9	22,000.00	0.505
10	21,867.50	0.502
11-14	21,840.00	0.501
15	23,065.23	0.531

LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	N 36°28'09" E	35.36'
L2	S 53°31'51" E	35.36'
L3	N 53°31'51" W	21.21'
L4	N 36°28'09" E	21.21'



NAWSC FIRE HYDRANT

(NOT TO SCALE)



EXIST. FIRE HYDRANT

B-1 ⊗ TEST BORINGS

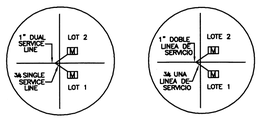
EXIST. SEPTIC TANK (OSSF)

COST ESTIMATE

WATER DISTRIBUTION:	$ 41,100.00
DRAINAGE IMPROVEMENTS:	$ 44,220.50
PAVING IMPROVEMENTS:	$ 88,824.50
SEPTIC TANK (OSSF):	$ 17,175.00

[M] WATER METER BOX
—8" WATER SUPPLY LINE
—SERVICE LINES

[M] CAJA DE MEDIDOR DE AGUA
—8" LINEA DE AGUA
—LINEAS DE SERVICIOS



SUBDIVIDER CERTIFICATION

1.– BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

TRES LUNAS DEVELOPMENT L.L.C.
ZACHARY SCURLOCK, MANAGER

1.– I (WE), SUBDIVIDERS OF **SAN MARCOS SUBDIVISION** HEREBY CERTIFY SEWER PERMITS, AS APPLICABLE, HAVE BEEN PAID AND COPIES OF RECEIPTS ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

TRES LUNAS DEVELOPMENT L.L.C.
BY: ZACHARY SCURLOCK, MANAGER
3714 S. EXPRESSWAY 281
EDINBURG TX, 78539

12-2-14
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared
TRES LUNAS DEVELOPMENT L.L.C.
ZACHARY SCURLOCK, MANAGER
proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that he executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this 2nd day of DECEMBER, 2014.

LILIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
July 23, 2016.

LILIA A. QUINTANILLA– NOTARY PUBLIC

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00

LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

SAN MARCOS SUBDIVISION

A 10.00 ACRE TRACT OF LAND BEING THE WEST 10.00 ACRES OF THE EAST 26.27 ACRES OF LOT 7, BLOCK 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24–26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO ASSUMPTION WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2534107, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

FINAL ENGINEERING REPORT FOR SAN MARCOS SUBDIVISION:
BY ALFONSO QUINTANILLA, P.E.

WATER SUPPLY: Description and Costs.

SAN MARCOS SUBDIVISION IS PROVIDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY CORPORATION ("N.A.W.S.C."). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C. HAVE PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THE SUBDIVISION. N.A.W.S.C. HAS AN EXISTING 8" DIAMETER WATERLINE RUNNING ALONG THE SOUTH SIDE OF ALBERTA ROAD.

THE WATER SYSTEM FOR SAN MARCOS SUBDIVISION CONSIST OF AN 8" DIAMETER WATERLINE THAT CONNECTS TO THE SAID 8" WATERLINE ON OWASSA ROAD AND RUNS NORTH ALONG THE WEST SIDE OF PAYTON AVENUE. THE 8" DIAMETER WATERLINE TURNS EAST AND WEST AND RUNS ON THE SOUTH SIDE OF COLE DRIVE, ENDING WITH A 2" FLUSH VALVE IN FRONT OF LOTS 7 AND 9.

FROM THE 8" WATERLINE, FIVE (5) 1" DUAL WATER SERVICES RUN TO PAIRS OF LOTS BEFORE SPLITTING INTO 3/4" DIAMETER SINGLE SERVICES AND FIVE (5) 3/4" DIAMETER SINGLE SERVICE GOES TO THE METER BOXES FOR EACH LOT.

THE 8" DIAMETER WATERLINE, THE 1" DUAL SERVICE LINES, THE 3/4" SINGLE SERVICE LINES, AND THE WATER METER BOXES HAVE BEEN INSTALLED AT A TOTAL COST OF $ 41,100.00 OR $ 2,740.00 PER LOT. IN ADDITION, THE SUBDIVIDER WILL PAY N.A.W.S.C. THE SUM OF $ 8,100.00 OR $ 540.00 PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, RIGHTS ACQUISITION FEES AND ALL MEMBERSHIPS OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C.. UPON REQUEST BY THE LOT OWNER OF A LOT, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE SUBDIVIDER HAS INSTALLED TWO (2) FIRE HYDRANTS AT A UNIT COST OF $ 3,000.00 FOR A TOTAL COST OF $ 6,000.00. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES: Description and Costs.

SEWAGE FROM SAN MARCOS SUBDIVISION, IS TREATED BY INDIVIDUAL ON–SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAINFIELD ON EACH LOT. THE SITE EVALUATOR (LICENSE NUMBER OS 12258) HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. HIGHLIGHTS OF THE REPORT ARE AS FOLLOWS:

EACH LOT IN THE SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE THE UNITED STATES OF AGRICULTURE SOIL CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A FINE SANDY LOAM. THE SITE EVALUATOR (LICENSE NUMBER OS 12258) HAD FOUR (4) TEST BORINGS MADE AT OPPOSITE AREAS OF THE SUBDIVISION AT THE CENTERS OF LOTS 2, 6, 10 AND 14 (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMITED AREA.) THE SOIL REPORT AS PREPARED BY THE SITE EVALUATOR (LICENSE NUMBER OS 12258) INDICATES A CLAY LOAM AND SANDY CLAY LOAM (WITH TEXTURE CLASS II) EXTENDING MORE THAN 24" BELOW THE BOTTOM OF ANY EXIST. EXCAVATIONS. THE SUBDIVISION DRAINS WELL, THE 10–YEAR STORM BEING CONTAINED WITHIN THE STREET AND THE DRAINAGE EASEMENTS.

THE COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $ 1,145.00, INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSFS HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL AT A TOTAL COST OF $ 17,175.00 . THE HIDALGO COUNTY HEALTH DEPARTMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF ON .

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE; I CERTIFY THAT THE ESTIMATED COSTS TO INSTALL CONSTRUCTED WATER AND ON–SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES– THESE FACILITIES ARE FULLY CONSTRUCTED, WITH INSTALLATION OF WATER METERS, AT A TOTAL COST OF $ 49,200.00 OR $ 3,280.00 PER LOT.

SEWAGE FACILITIES– THESE FACILITIES FULLY CONSTRUCTED WILL COST A GRAND TOTAL OF $ 17,175.00 WHICH EQUALS TO $ 1,145.00 PER LOT.

STATE OF TEXAS · ALFONSO QUINTANILLA · 95534 · LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA P.E.
P.E. 95534

12-2-14
DATE

REPORTE FINAL DE INGENIERIA PARA LA SUBDIVISION SAN MARCOS SUBDIVISION:
POR ALFONSO QUINTANILLA, P.E.

PROVISION DE AGUA: Descripcion y Gastos.

SAN MARCOS SUBDIVISION ES PROVISTA DE AGUA POTABLE POR LA COMPAÑIA DE AGUA DE NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). EL DUEÑO DE LA SUBDIVISION Y LA COMPAÑIA DE AGUA N.A.W.S.C. SE HAN COMPROMETIDO A PROVEER DE AGUA SUFICIENTE A LA SUBDIVISION POR UN PERIODO DE 30 AÑOS. LA COMPAÑIA DE AGUA N.A.W.S.C. HA PRESENTADO LA DOCUMENTACION DEMOSTRANDO LA DISPONIBILIDAD DE CANTIDAD Y CALIDAD DE AGUA A LARGO PLAZO QUE SERVIRA PARA EL FUTURO DESARROLLO DE LA SUBDIVISION. N.A.W.S.C. TIENE UN LINEA EXISTENTE DE 8" DE DIAMETRO DE AGUA QUE CORRE POR EL LADO SUR DE CALLE ALBERTA ROAD.

EL SISTEMA DE AGUA PARA SAN MARCOS SUBDIVISION CONSISTE DE UNA LINEA DE AGUA DE 8" DE DIAMETRO QUE SE CONNECTA CON LA LINEA EXISTENTE DE AGUA DE 8" DE DIAMETRO Y CORRE NORTE POR EL LADO OESTE DE LA CALLE PAYTON AVENUE. LA LINEA DE AGUA DE 8" DE DIAMETRO VOLTEA ESTE Y OESTE, TERMINANDO CON UNA VALVULA DE 2" EN FRENTE DE LOTES 7 Y 9.

DE LA LINEA DE 8" DE DIAMETRO, SE DESPRENDEN SIETE (7) SERVICIOS DOBLES DE 1" DE DIAMETRO QUE CORREN EN PARES HACIA LOS LOTES PARA DESPUES DIVIDIRSE EN DOS SERVICIOS SENCILLOS DE 3/4" DE PULGADA, Y UNO (1) SERVICIO SENCILLO DE 3/4" QUE VAN HACIA LOS MEDIDORES DE CADA LOTE.

LA LINEA DE 8" DE DIAMETRO, LAS LINEAS DE SERVICIO DOBLE DE 1" DE DIAMETRO, LAS LINEAS DE SERVICIO SENCILLO DE 3/4" DE DIAMETRO Y LAS CAJAS DE LOS MEDIDORES DE AGUA HA SIDO INSTALARON A UN COSTO TOTAL DE US$ 41,100.00 O US$ 2,740.00 POR LOTE. ADICIONALMENTE, EL DUEÑO DE LA SUBDIVISION PAGARA A N.A.W.S.C. LA CANTIDAD DE US$ 8,100.00 O US$ 540.00 POR SOLAR DE ACUERDO AL CONTRATO Y DOCUMENTO DE 30 AÑOS DE SERVICIO DE AGUA POTABLE EL CUAL CUBRE LOS MEDIDORES DE AGUA, INSTALACION, CONEXION Y MEMBRESIAS. CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑIA N.A.W.S.C. LO INSTALARA SIN ALGÚN GASTO AL DUEÑO. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN HA INSTALADO DOS (2) BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO DE US$ 3,000.00 POR CADA UNO CUAL GASTA UNA CANTIDAD TOTAL US$ 6,000.00 . EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: Descripcion y Gastos.

EL DRENAJE DE SAN MARCOS SUBDIVISION, TENDRA FOSAS SEPTICAS INDIVIDUALES (OSSF) CONSISTIENDO EN UN DISEÑO NORMAL, CON DOBLE COMPARTIMIENTO DE FOSA SEPTICA (OSSF) Y UN CAMPO DE DRENAJE EN CADA SOLAR. EL EVALUADOR (LIC# OS 12258) DE ENSUCIE HA INSPECCIONADO, EVALUADO Y REPORTADO QUE LA UBICACION DE LA SUBDIVISION ES CONVENIENTE PARA FOSAS SEPTICAS (OSSF). EL REPORTE FUE EXAMINADO Y APROBADO POR EL DEPARTAMENTO DE SALUD DEL CONDADO DE HIDALGO.

CADA SOLAR EN LA SUBDIVISION MIDE MEDIO ACRE DE TAMAÑO. EL LIBRO DE SERVICIOS Y CONSERVACION DEL SUELO DEL DEPARTAMENTO DE AGRICULTURA DE LOS ESTADOS UNIDOS (USDA) INDICA UNA MEZCLA DE BARRO ARENOSO. EL EVALUADOR (LIC# OS 12258) HIZO CUATRO (4) PRUEBAS CON AGUJEROS EN EL CENTRO DE LOS LOTES 2, 6, 10 Y 14 . (PRUEBAS ADICIONALES NO FUERON NECESARIAS PORQUE EL SUELO ES MUY UNIFORMÉ DENTRO DEL ÁREA DELIMITADA). EL SUELO ES UN MARGA DE BARRO ARENOSO Y MARGA DE BARRO (CON TEXTURA CLASE II) EXTENDIDO A MAS DE 24 PULGADAS BAJO EL FONDO DE CUALQUIER EXCAVACION POR EL EVALUADOR (LIC# OS 12258). NO HAY PRESENCIA DE AGUA SUBTERRANEA BAJO LA CAPA DE 24 PULGADAS DE FONDO DE LAS EXCAVACIONES.

EL COSTO TOTAL PARA LA INSTALACIÓN DE UN SISTEMA INDIVIDUAL DE FOSAS SÉPTICAS POR SOLAR SON US$ 1,145.00 , INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS TODAS LAS FOSA SÉPTICAS HAN SIDO INSTALADAS EN EL PROCESO DE LA APROBACIÓN FINAL. A UN COSTO TOTAL DE US$ 17,175.00 EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODOS LAS FOSAS SÉPTICAS Y AH APROBADO LA INSTALACIÓN DE LAS FOSAS SÉPTICAS DESDE EL .

CERTIFICACION:

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO, CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCION 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA DE AGUA FUE CONSTRUIDO, CON LA INSTALACION DE LOS MEDIDORES DE AGUA, EL COSTO TOTAL ES DE US$ 49,200.00 O US$ 3,280.00 POR LOTE.

DRENAJE: SE ESTIMA QUE LAS FOSAS SEPTICAS COSTARAN US$ 1,145.00 POR LOTE (TODO INCLUSO) A UN COSTO TOTAL DE US$ 17,175.00 PARA TODA LA SUBDIVISION.

STATE OF TEXAS · ALFONSO QUINTANILLA · 95534 · LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA P.E.
P.E. 95534

12-2-14
DATE

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER _____

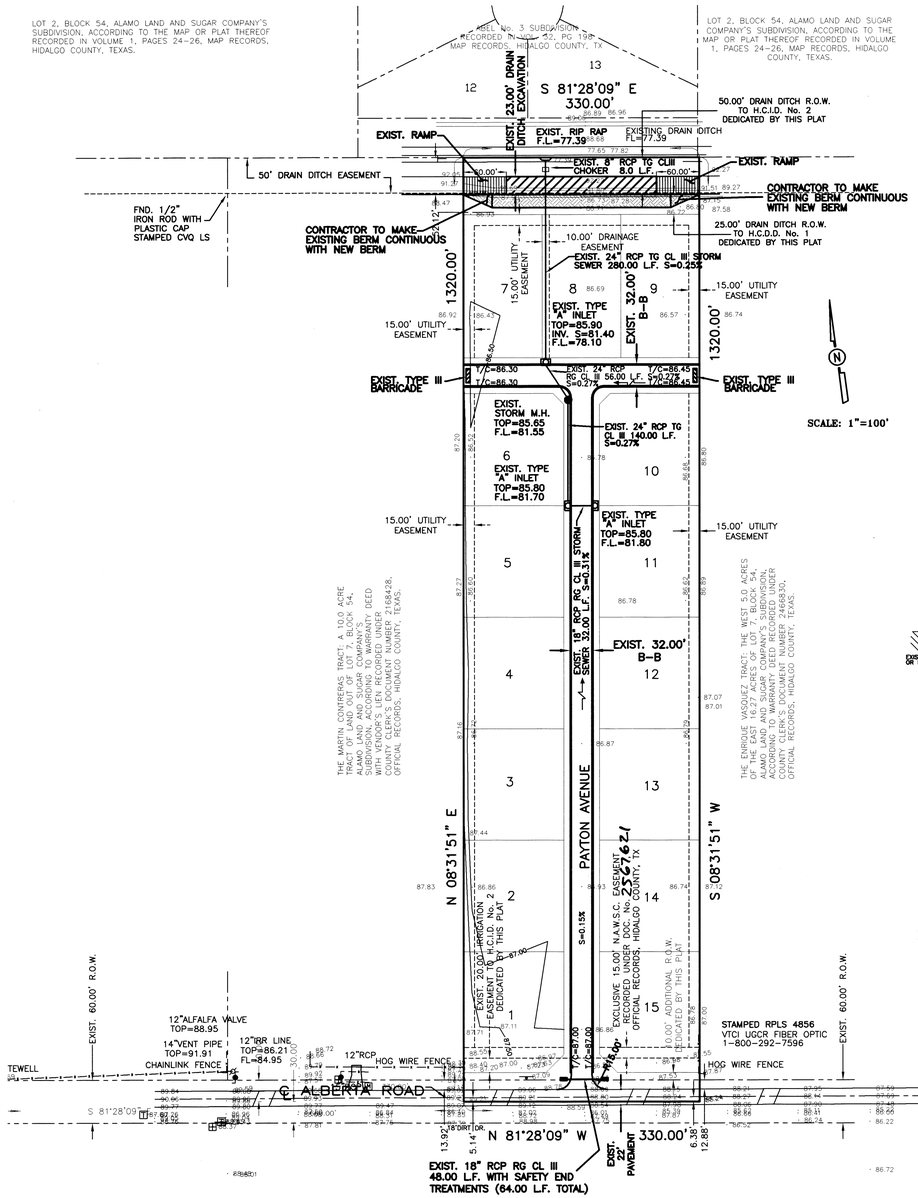
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

SHEET NO. 2 OF 3 SHEETS

FILENAME : F:\DATA\SUBD\HIDALGO CO\SAN MARCOS\B-PLAT

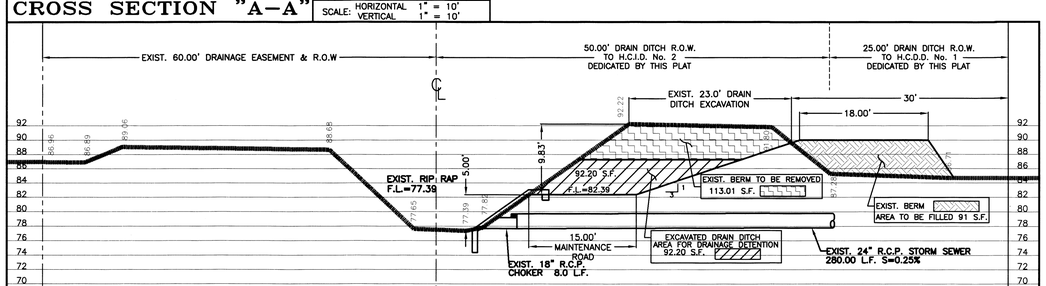
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
11-7-13	M. GONZALEZ		
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

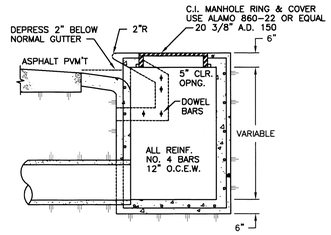


LEGEND
TOTAL REQUIRED -17,205.21 C.F.
TOTAL DETENTION-24,894.00 C.F.

CROSS SECTION "A-A"

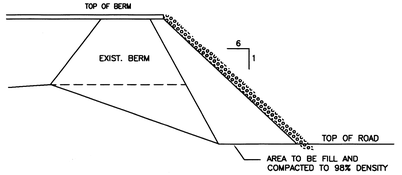
SCALE: HORIZONTAL 1" = 10'
VERTICAL 1" = 10'





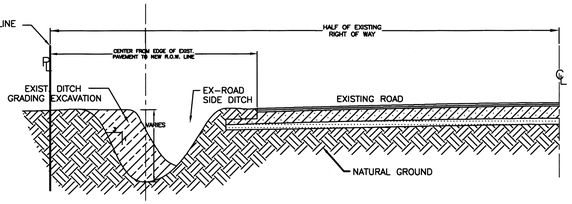
TYPE "A" INLET DETAIL

NOT TO SCALE



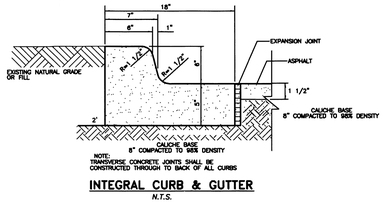
RAMP DRIVE SECTION

N.T.S.



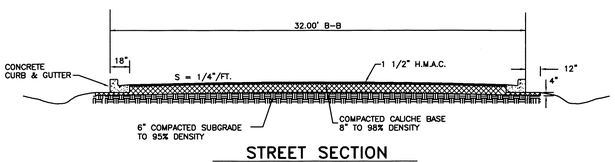
RECONSTRUCTION OF ROAD SIDE DITCH

NOT TO SCALE



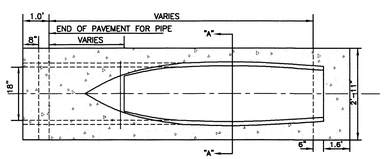
INTEGRAL CURB & GUTTER

N.T.S.

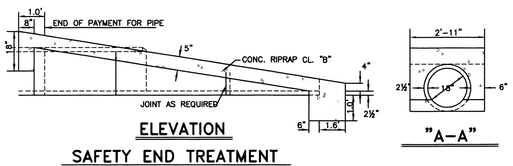


STREET SECTION

NOT TO SCALE



PLAN

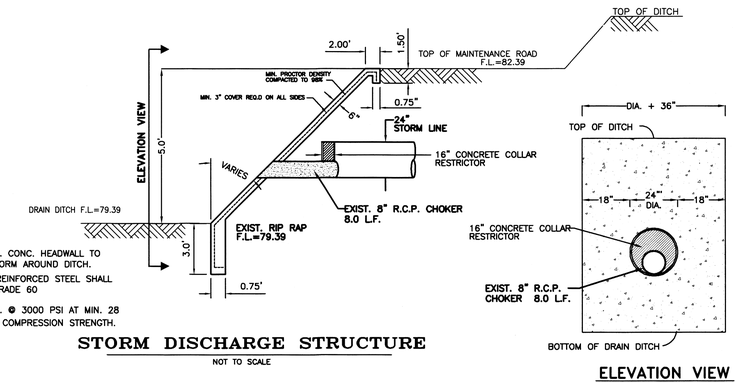


ELEVATION

SAFETY END TREATMENT

NOT TO SCALE

"A-A"



STORM DISCHARGE STRUCTURE

NOT TO SCALE

ELEVATION VIEW

SAN MARCOS SUBDIVISION

A 10.00 ACRE TRACT OF LAND BEING THE WEST 10.00 ACRES OF THE EAST 26.27 ACRES OF LOT 7, BLOCK 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO ASSUMPTION WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2534107, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

DRAINAGE REPORT FOR
SAN MARCOS SUBDIVISION

SAN MARCOS Subdivision is a 10.00 acre tract of land being the west 10.0 acres of the east 26.27 acres of Lot 7, Block 54, Alamo Land And Sugar Company's Subdivision, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 1, Pages 24-26, map records, Hidalgo County, Texas, and according to warranty deed with vendor's lien recorded in Document Number 2534107, official records, Hidalgo County, Texas. This subdivision is located on the north side of Alberta Road approximately 4,620.00 feet east of Tower Road. The EXISTING subdivision will consist of 15 residential lots.

The tract is Zone "C" as per FEMA Flood Insurance Rate Map, Community Panel No. 480334 0425 C, dated on November 16, 1982.

This soil is sandy clay loam, clay, and clay loam. This soil is well drained. Permeability is moderate. Plasticity Index has a range of 11-23. See attached Soil Survey of Hidalgo County, Texas tables.

Presently, the site has very minimal runoff. The existing runoff for the EXISTING subdivision is Q= 2.63 cubic feet per second based on a 10-year storm.

After development the runoff will be Q= 8.03 cubic feet per second for an increase of Q= 5.40 cubic feet per second. Detention will be 17,205.21 cubic feet (0.39 acre feet) and will be accomplished by excavating this volume within the existing H.C.I.D. No. 2 Drain Ditch located on the north side of this development. Street runoff will flow into EXISTING type "A" inlets that drain into a EXISTING storm sewer system consisting of 18 inch and 24 inch drain lines. The EXISTING drain lines will drain into the existing H.C.I.D. No. 2 Drain Ditch on the north side of this subdivision.

THE COUNTY DRAINAGE DITCH FLOWS NORTH THEN EAST. THE DRAINAGE DITCH CARRIES WATER EASTWARD WHERE IT EMPTIES INTO LAGUNA MADRE. THE 10 YEAR STORM IS CONTAINED WITHIN THE RIGHT-OF-WAY OF STREET AND WITHIN THE DRAINAGE SWALES OF THE SUBDIVISION AS SHOWN BELOW. A RESTRICTIVE COVENANT (SET OUT ON SHEET 1 UNDER PLAT NOTES AND RESTRICTIONS) PROHIBITS THE CONSTRUCTION OF RESIDENTIAL HOUSING IN ANY AREA OF THE SUBDIVISION THAT IS IN A FLOODPLAIN UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968. AS FURTHER NOTED ON SHEET 1, THE FINISHED FLOOR ELEVATION OF EACH HOUSE IS REQUIRED TO BE AT LEAST 18 INCHES ABOVE THE TOP OF THE AVERAGE HEIGHT OF THE CURB IN FRONT OF THE LOT. THESE MEASURES PROVIDE POSITIVE DRAINAGE AWAY FROM ALL BUILDINGS, AVOID CONCENTRATING RUNOFF ONTO OTHER LOTS, AND COORDINATE INDIVIDUAL LOT DRAINAGE WITH THE GENERAL STORM DRAINAGE PATTERN FOR THE AREA. THE MAP BELOW ILLUSTRATES THE FLOW PATTERNS FOR THE RUNOFF.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE TRACT IS ZONE "C" (AREAS OF MINIMAL FLOODING.) (NO SHADING) AS DESCRIBED IN COMMUNITY PANEL NUMBER 480344 0425 C DATED ON November 16, 1982 IS CONTAINED WITHIN THE DRAINAGE OF THE SUBDIVISION, AS SHOWN BELOW.

STATE OF TEXAS — ALFONSO QUINTANILLA — 95534 — LICENSED PROFESSIONAL ENGINEER

P.E. 12-2-14

ALFONSO QUINTANILLA
P.E. 95534

DATE

COST ESTIMATE

WATER DISTRIBUTION:	$ 41,100.00
DRAINAGE IMPROVEMENTS:	$ 44,220.50
PAVING IMPROVEMENTS:	$ 88,804.50
SEPTIC TANK (OSSF):	$ 17,175.00

FLOW DIRECTION OF WATER

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00

LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

SHEET NO. 3 OF 3 SHEETS	FILENAME : F:\DATA\SUBD\HIDALCO CO\SAN MARCOS\B-PLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	11-7-13	M. GONZALEZ		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

AI -47773 **Precinct #1** **20. A.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Resolution and plaque in honor of Precinct #2 Commissioner Hector "Tito" Palacios

BACKGROUND

Fiscal Impact

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/11/2014 11:16 AM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM

Form Started By: Monica Badillo Started On: 12/11/2014 10:18 AM

Final Approval Date: 12/12/2014

RESOLUTION
IN HONOR OF PRECINCT II COMMISSIONER HECTOR "TITO" PALACIOS

WHEREAS, Hector "Tito" Palacios has worked for the betterment of his communities for more than 50 years, 41 of which have been holding a political office. He has served on several boards, councils and commissions, including School Board President of Pharr, San Juan, Alamo (PSJA) Independent School District, Mayor for the City of San Juan, and as a member of the board or council of Region One education Service Center, Lower Rio Grande Valley Development Council, Hidalgo County Housing Finance Corporation and the Hidalgo County Metropolitan Planning Organization; and,

WHEREAS, Mr. Palacios served four terms of public service to Hidalgo County as Precinct II Commissioner, improving the lives of the residents in his Precinct by maintaining and improving over 123 miles of roadways, providing over $6.1 million in drainage improvement, building up colonias with more $5.9 million, preserving over 50 acres of parkland and five parks, and serving more than 760,000 people through Community Resource Centers. He was the first Hidalgo County Commissioner to introduce "green" building initiatives; and

WHEREAS, he graduated from PSJA High School in 1957, having made his mark as a four-year Letterman in football, serving as Team Captain and selected to All-District as well as being a three-year Letterman in baseball, serving as Team Captain, also selected to All-District and playing centerfield on the 1957 District Champions. He attended Pan American University, playing on the Broncs Baseball Team as an outfielder. Commissioner Palacios played baseball with two Semi Pro teams from 1959 to the late 1960s, Pharr Semi Pro League and San Juan Semi Pro League; and

WHEREAS, Commissioner Palacios went on the work for the Texas Department of Human Services for 27 years, working his way up from a case worker to Director of the Supplemental Nutrition Assistance program. Mr. Palacios became the first state employee to run for public office in Hidalgo County; and

WHEREAS, his passion for public service has enabled him to contribute economic growth and prosperity to his hometown communities in Hidalgo County. Born and raised in Pharr, before settling in San Juan, Mr. Palacios has seen his community grow and from dirt roads to paved neighborhoods in thriving communities; and

WHEREAS, Mr. Palacios plans to continue serving the community in other capacities and looks forward to spending more time with his wife and high school sweetheart Berta Saenz Palacios, their children Jay (Eliza) Palacios, Melissa (Amaury) Patterson, and Maricela (Roman) Garcia and two grandchildren, Avery D. Benitez and Cody Huffman.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners Court hereby recognizes and honors Precinct II Commissioner Hector "Tito" Palacios for his outstanding service, dedication, and commitment to the community and citizens of his precinct and to all of Hidalgo County.

Dated this 16th day of December, 2014.

RAMON GARCIA
County Judge

A.C. CUELLAR, JR.
County Commissioner, Pct. 1

HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct. 3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attest: ARTURO GUAJARDO, JR.
County Clerk

AI -47802 **Precinct #2** **21. A.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Angela Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Resolution honoring Ricardo Cuellar on his retirement.

BACKGROUND

Fiscal Impact

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/11/2014 05:00 PM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Angela Garcia		Started On: 12/11/2014 04:52 PM
Final Approval Date: 12/12/2014		

RESOLUTION IN HONOR OF RICARDO CUELLAR

WHEREAS, Mr. Ricardo Cuellar is being honored for his dutiful service and dedication to the County of Hidalgo after serving with distinction and integrity for 16 years at Precinct 2 Commissioner Hector "Tito" Palacios' office; and

WHEREAS, Mr. Cuellar was born and raised in Pharr, Texas where he attended PSJA schools and graduated in 1962. For the past 44 years he has been married to his beautiful wife Diana and together they have two children, Ivan and Carina, and one grandson named Dyllan; and

WHEREAS, Upon graduating high school Mr. Cuellar joined the Air Force and served our country for four years. In 1972, he began his career with the State of Texas Department of Human Services and retired after 31 years. In 1999, he rejoined the work force and started his tenure with Hidalgo County; and

WHEREAS, While working at Precinct 2, Mr. Cuellar worked as the Field Operations Director where he supervised a group of more than 60 individuals in various departments, including road maintenance, parks and sanitation; and

WHEAREAS, Mr. Ceullar leaves his second home and the great leadership of Commissioner Hector "Tito" Palacios, whose exceptional work ethic is part of the reason why he enjoyed his position for so long.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners Court hereby recognizes and honors Mr. Ricardo Cuellar for his outstanding service, dedication, and commitment during his 16 years of service to the citizens of Hidalgo County, and on this day wishes him a long, healthy and fruitful retirement.

Dated this 16th day of December, 2014.

RAMON GARCIA
County Judge

A.C. CUELLAR, JR.
County Commissioner, Pct. 1

HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct. 3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attest: ARTURO GUAJARDO, JR.
County Clerk

AI -47683 **Precinct #3** **22. A.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Information

CAPTION

Approval of amendment to Interlocal Cooperation Agreement among the City of Sullivan and Hidalgo County.

BACKGROUND

Reference: AI# 46174 9-9-14

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Whereas, Sullivan City and the County now desire to amend the Interlocal Agreement as hereinafter provided due to the
extension at the city limits of Sullivan City.

The term of this Agreement shall begin as of the date of the last Party's execution of this Agreement and continue
for one hundred twenty (120) days unless otherwise terminated pursuant to the terms of this Agreement.

Attachments

Amendment to ICA

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/08/2014 01:26 PM
Manuel Chapa	Manuel Chapa	12/10/2014 11:14 AM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM

Form Started By: Norma Ceballos Started On: 12/05/2014 12:07 PM

Final Approval Date: 12/12/2014

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT AMONG THE CITY OF SULLIVAN CITY AND HIDALGO COUNTY

This AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT by and among the **CITY OF SULLIVAN CITY** and the **COUNTY OF HIDALGO** (the "Amendment"), effective the _____day of _____ 2014, is made between the City of Sullivan City ("Sullivan"), and the County of Hidalgo (the "County"), pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, on or about September 9, 2014 Sullivan City and the County entered into an Interlocal Cooperation Agreement ("Interlocal Agreement") to provide shredding rights of way along city limits of Sullivan City;

WHEREAS, Sullivan City and the County now desire to amend the Interlocal Agreement as hereinafter provided due to the extension at the city limits of Sullivan City.

NOW THEREFORE, for and in consideration of the tasks performed by Sullivan City and the County and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and this mutually agreed upon Amendment to the Interlocal Agreement, Sullivan City and the County hereby agree to the following amendment to the Interlocal Agreement:

1. Numbered paragraph 1 of the Interlocal Agreement is deleted in its entirety and the following is inserted in lieu thereof as the last sentence of such paragraph:

   > The term of this Agreement shall begin as of the date of the last Party's execution of this Agreement and continue for one hundred twenty (120) days unless otherwise terminated pursuant to the terms of this Agreement.

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

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

CITY OF SULLIVAN CITY, TEXAS

By: _____
Rosendo "Cheno" Benavides, Mayor

ATTEST:

_____
Arminda Mercado, City Secretary

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., Hidalgo County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

AI -47698 **Precinct #3** **22. B.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Information

CAPTION

Requesting approval to process the following invoices as claims with authority for County Treasurer to issue payment after review, audit, and processing procedures are completed by County Auditor.

Vendor	Invoice #	Date	Amount
Safety-Kleen	62867780	02-04-2014	$136.05
Safety-Kleen	63129572	03-19-2014	$136.05
Safety-Kleen	64311942	07-14-2014	$136.05
Safety-Kleen	OC370851	08-12-2014	$25.00
McCoy's	8928471	09-18-2014	$3.47
SOS Technologies	7722		$240.00

BACKGROUND

Processing as claims due to invoices were issued before a Purchase order was assigned.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-452-00-123-008-0-679

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

BUDGETARY IMPACT:

Funds available as of 12/8/14 --> $3,613.14

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-123-005-0-432

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

BUDGETARY IMPACT:

Funds available as of 12/8/14 --> $9,892.06

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-432-00-123-001-0-442

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

BUDGETARY IMPACT:

Funds available as of 12/8/14 --> $410.83

Attachments

Invoices

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/08/2014 01:35 PM
Glinda Pacheco	Glinda Pacheco	12/08/2014 04:52 PM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Norma Ceballos		Started On: 12/05/2014 04:33 PM
Final Approval Date: 12/12/2014		

McCoy Corporation
P.O. Box 1362
San Marcos, Texas 78667

INVOICE-CHARGE

DATE	INVOICE #
09/18/2014	8928471

ACCOUNT #
0900-98011454-001

STORE ADDRESS
MCCOY'S-MISSION-#89
200 WEST EXPRESSWAY 83
MISSION, TX 78572

956-580-2550

SOLD TO:
567 2 MB 0.435 E0049 I0397 D1093172484 P2184836 0002:0006

HIDALGO CTY PREC. #3-PARK & LANDFILL
PO BOX 607
MISSION TX 78573-0011

SHIP TO:

JOB SITE:MECINAS PAVILLION

TERMS	PURCHASE ORDER #	ORDER BY	SALES PERSON	ENTERED BY
NET 10TH PROX	EMERGENCY PO	JARVI GARZA	JUAN P	BERNARDO G.

ITEM NUMBER	DESCRIPTION	QUANTITY	PRICE/UNITS	AMOUNT
287060	KEY 6-PIN SCHLAGE 95	2/EA	1.736/EA	3.47

no
RECEIVED
OCT 03 2014
By

NON-TAXABLE	TAXABLE	TAX %	TAX	TOTAL
3.47	0.00	8.25%	0.00	3.47

0002:0006

McCOY'S BUILDING SUPPLY

200 WEST EXPRESSWAY 83
MISSION, TX 78572-0092

(956)580-2550
Fax: (956)581-1486

004396 004866
900-98011454-001

****
* INVOICE-CHARGE *
****

Date: 9/18/2014
11:04 AM
** REPRINT **
EMAIL

CUSTOMER REMITTANCE NUMBER
INVOICE: 8928471
Page: 1

CUST
HIDALGO CTY PREC.#3-PARK & LANDFILL
P.O. BOX 607 (956)585-4509

MISSION, TX 78573

SHIP TO
JOB SITE:MECINAS PAVILLION

C

Selling Store: 89
Salesperson: 4396 BERNARDO G.

Terms: NET 10TH PROX
Tax ID #: EXEMPT

Our Order #: 451363
P.O. #: EMERGENCY PO

STORE CODE	ITEM	DESCRIPTION	QTY	U/M	UNIT PRICE	U/M		EXTENDED PRICE	TAX
	287060	KEY 6-PIN SCHLAGE 95	2	EA	1.736	EA		3.47	

Need Jarvi signature and name

SAVE $5 OFF EACH GALLON OR $25 OFF EACH 5 GALLON
OF GLIDDEN SPRED PAINT PURCHASED NOW THRU 10/25/14
$100 MAXIMUM DISCOUNT. SEE SALES ASSOCIATE
FOR MORE DETAILS OR VISIT MCCOYS.COM/GLIDDEN

SIGNATURE:_____

Deliver by: 9/18/2014 Weight: 0	Sub-total	Tax %	T...	TOTAL
Ordered by: JARVI GARZA	3.47	.00	.00	3.47

Thank You for shopping at McCoy's

TAX STATEMENT ON NEXT PAGE

McCOY'S BUILDING SUPPLY

200 WEST EXPRESSWAY 83
MISSION, TX 78572-0092

(956)580-2550
Fax: (956)581-1486

004396 004866
900-98011454-001

****
* INVOICE-CHARGE *
****

Date: 9/18/2014
11:04 AM
** REPRINT **
EMAIL

CUSTOMER REMITTANCE NUMBER
INVOICE: 8928471
Page: 2

CUST
HIDALGO CTY PREC.#3-PARK & LANDFILL
P.O. BOX 607 (956)585-4509

MISSION, TX 78573

SHIP TO
JOB SITE:MECINAS PAVILLION

C

Selling Store: 89
Salesperson: 4396 BERNARDO G.

Terms: NET 10TH PROX
Tax ID #: EXEMPT

Our Order #: 451363
P.O. #: EMERGENCY PO

STORE CODE	ITEM	DESCRIPTION	QTY	U/M	UNIT PRICE	U/M		EXTENDED PRICE	TAX

Texas Sales & Use Tax Exempt Certification

Customer Name: HIDALGO CTY PREC.#3-PARK & LANDFIL Status: On File
P.O. BOX 607 Begin Date: 00/00/0000
MISSION, TX 78573 End Date: 00/00/0000

By signing this document, I attest that the items not taxed on this invoice will be used solely by the exempt organization in accordance with all state codes. I understand that if the state finds the items were not used in an acceptable manner, I am liable for all taxes and penalties.

I understand it is a criminal offense to avoid paying sales tax on items that will be used in a manner not qualifying for an exemption in accordance with Texas tax code. The offense may range from a Class C Misdemeanor to a second degree felony.

Sub-total	Tax %	Tax	TOTAL

Signature: _____

Thank You for shopping at McCoy's

COUNTY COMMISSIONER PRECINCT 3
County of Hidalgo

Joe M. Flores
County Commissioner Pct. No. 3

To: Martha Salazar, Purchasing Agent
Hidalgo County Purchasing Department

From: Louie Mendoza, Invoice Clerk L Mendoza

Hidalgo County Precinct #3

Date: October 8, 2014

Re: Submitting Invoices for claims.

I am submitting these invoice's for claims, because invoices show to be outstanding and have not been paid.

Safety - Kleen

Invoice#	OC370851	Date:	8/12/14	Amount:	$25.00
Invoice#	62867780	Date:	2/04/14	Amount:	$136.05
Invoice#	63129572	Date:	3/19/14	Amount:	$136.05
Invoice#	64311942	Date:	7/14/14	Amount:	$136.05

(Invoice was issued and no Purchase Order was issued. Services for oil to clean toos and parts at shop for every month) ****Didn't encumber a Purchase Order****

Thank you and should you have any questions or need additional information, please contact me at (956)585-4509.

Office: (956) 585-4509 • Fax: (956) 205-7009
724 N. Breyfogle • Mission, Texas 78574

Safety-Kleen.

PROTECTION CHOICES PEOPLE MAKE GREEN WORK

SAFETY-KLEEN SYSTEMS, INC
2600 North Central Expressway Ste 400
Richardson, TX 75080

DUNS NO: 05-397-6551
FED ID NO: 39-0090019

INVOICE

Billing Account #	Service Account #	Invoice #	Invoice Date
HI16359	HI16359	OC370851	08/12/14

Billing Address
HIDALGO CO. PCT #3
PO BOX 607
MISSION TX 78573

Service Address
HIDALGO CO. PCT #3
PO BOX 607
MISSION TX 78573

Branch Location
BR MCALLEN

Terms
DUE UPON RECEIPT

For Questions Call:
956-682-1951

Service Date
08/12/14

PO Number	Department #	Department	Manifest #	Tax Status/#

QUANTITY	PART#	TERM	SERIAL/PROFILE #	UNIT PRICE	UOM	SALES TAX	TOTAL
1	10331			$25.0000	EA	$0.00	$25.00
	LATE FEE ON DELINQUENT ACCOUNT BALANCE						

mail to

AUG 20 2014

SUBTOTAL	$25.00
TOTAL TAX	$0.00
TOTAL AMOUNT DUE	$25.00 USD

**

Comments
Pay Your Invoice Online! You can also opt for paperless billing with our new customer portal. Simply go to www.safety-kleen.com and click on My Account.

513948

Please be advised delinquent payments may result in a Late Payment Charge of $25.

Safety-Kleen.

SAFETY-KLEEN SYSTEMS, INC
2600 North Central Expressway Ste 400
Richardson, TX 75080

Safety-Kleen.

Billing Account #	Service Account #	Invoice #	Invoice Date
HI16359	HI16359	OC370851	08/12/14

PLEASE RETURN THIS PORTION WITH PAYMENT.
MAKE ANY ADDRESS CORRECTIONS BELOW.

Date Due	Amount Due
UPON RECEIPT	$25.00

0000C370851000HI163591000000025009

MDG2012 00013857 1 MB 0435 9 1
HIDALGO CO. PCT #3
PO BOX 607
MISSION TX 78573

SAFETY-KLEEN SYSTEMS, INC.
PO BOX 650509
DALLAS, TX 75265-0509

safety-kleen.

PROTECTION CHOICES PEOPLE MAKE GREEN WORK

SAFETY-KLEEN SYSTEMS, INC
2600 North Central Expressway Ste 400
Richardson, TX 75080

DUNS NO: 05-397-6551
FED ID NO: 39-6090019 .

INVOICE

Billing Account #	Service Account #	Invoice #	Invoice Date
HI16359	HI15919	62867780	02/04/14

Billing Address
HIDALGO CO. PCT #3
PO BOX 607
MISSION TX 78573

Service Address
HIDALGO COUNTY PCT #3
400 W 13TH ST
MISSION TX 78572

Branch Location
BR MCALLEN

Terms
NET 30 DAYS

For Questions Call:
956-682-1951

Service Date
02/04/14

PO Number	Department #	Department	Manifest #	Tax Status/#
				EXEMPT

QUANTITY	PART#	TERM	SERIAL/PROFILE #	UNIT PRICE	UOM	SALES TAX	TOTAL
1	16150	8	17430636	$136.0500	EA	$0.00	$136.05
	16G PARTS WASHER - SOLVENT						

SUBTOTAL	$136.05	**
TOTAL TAX	$0.00	
TOTAL AMOUNT DUE	$136.05 USD	

Comments:
Pay Your Invoice Online! You can also opt for paperless billing with our new customer portal. Simply go to www.safety-kleen.com and click on My Account.

FEB 12 2014

By

Please be advised delinquent payments may result in a Late Payment Charge of $25.

safety-kleen.

SAFETY-KLEEN SYSTEMS, INC
2600 North Central Expressway Ste 400
Richardson, TX 75080

safety-kleen.

Billing Account #	Service Account #	Invoice #	Invoice Date
HI16359	HI15919	62867780	02/04/14

PLEASE RETURN THIS PORTION WITH PAYMENT
MAKE ANY ADDRESS CORRECTIONS BELOW.

Date Due	Amount Due
03/06/14	$136.05

00062867780000HI163591000000136052

MDG2012 00012170 1 MB 0435 9 1

HIDALGO CO. PCT #3
PO BOX 607
MISSION TX 78573

SAFETY-KLEEN SYSTEMS, INC.
PO BOX 650509
DALLAS, TX 75265-0509

Safety-Kleen Systems, Inc.

2600 N Central Expy, Suite 400
Richardson, TX 75080
CORPORATE: 800-669-5740
24 HR EMERGENCY: 800-468-1760 (Safety-Kleen)
9566821951

REFERENCE NBR.
62867780

CUSTOMER# HI15919 Hidalgo County Pct. #3
400 W 13th St
Mission TX 78572-3727
PHONE 956-585-4509

SRVC WEEK: 2014-6
SRVC DATE: 02/04/14 12:53

BILL TO CUSTOMER# HI16359

BILL TO ADDRESS:
Hidalgo Co. Pct #3
Po Box 607
Mission TX 78573-0011
PHONE 999-999-9999

PURCHASE ORDER#

TAX EXEMPT#

PRODUCT/SERVICES

SERVICE/ PRODUCT		QTY	UNIT PRICE	TAX	TOTAL CHARGE
16150	MDL 16 WITH PREMIUM SOL S/N 17430636 TAG T0000000XX90036711 CLEAN 8.00 SPENT 0.000 SERVICE TERM 8 WEEK SCANNED NO	1.000	136.0500	0.00	136.05
	TOTAL SERVICE/PRODUCTS		136.0500	0.00	136.05

TOTAL CHARGE	136.05
CREDITS	0.00
TOTAL DUE	136.05

UNPAID BALANCE THIS RECEIPT 136.05

Machine clean and good condition? Yes
Lamp Assembly Condition Yes
Decals in place and legible? Yes
Fusible link installed? Yes
Emergency closing of lid unobstructed? Yes
Machine properly grounded? Yes
Local Phone No. Sticker Affixed to Machine Yes
Spent solvent meets acceptance criteria? Yes

GENERATOR STATUS
0-220 lbs/month

Customer certifies that (i) the above-named materials are properly classified, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation and (ii) no material change has occurred either in the characteristics of the waste/material or in the process generating the waste/material. Customer agrees to pay the above charges and to be bound by the terms and conditions (1) set forth in (a) the General Terms and Conditions provided separately to Customer or (b) any SK agreement signed by Customer and SK, and (2) incorporated herein by reference. Unless otherwise indicated in the payment received section, SK is authorized to charge Customer's account for this transaction. Customer certifies that the individual signing this Service Acknowledgement is duly authorized to sign and bind Customer. The following provision is applicable to Safety-Kleen's parts cleaner and paint gun cleaner services: Customer agrees that it will not introduce any substance into the solvent or aqueous cleaning solution, including without limitation any hazardous waste or hazardous waste constituent, except to the extent such introduction is incidental to the normal use of the machine. Customer further agrees

that it will not clean parts/paint guns that have been contaminated with or otherwise introduce polychlorinated biphenyls (PCB's), herbicides, pesticides, dioxins or listed hazardous waste into the solvent or aqueous cleaning solution. Safety-Kleen has the capacity and is permitted to accept, store, and/or reclaim the spent parts washer solvent; paint thinners, solvents and paints generated by customer; or dry cleaning filter cartridges, powder, and still residues containing perchloroethylene, petroleum naphtha, or triflurotrichloroethane dry cleaning solvents. Customer agrees that it is responsible for properly classifying its waste streams as Used Oil or Nonhazardous Waste in accordance with the provision of 40 CFR 262.11 and applicable state laws. Customer agrees that it will not introduce any non-conforming substance into the SK Property, including, without limitation, any hazardous waste or hazardous waste constituent,(i.e., polychlorinated biphenyls ("PCBs"), herbicides, pesticides, dioxins, or listed hazardous wastes) except to the extent such introduction is incidental to the normal use of the SK Property. In the event of the introduction of such non-conforming hazardous waste, Customer agrees that it will be responsible for all costs and remediation expenses related to or arising from the proper management and disposal of the non-conforming waste, including the cost of equipment decontamination and subsequent disposal. If any legal action is commenced because of an alleged dispute, breach, default or misrepresentation, the Customer also agrees that the prevailing party will be entitled to recover reasonable attorney's fees and costs associated with the non-conforming contamination event. Safety-Kleen's failure to screen Customer's material or take a retain sample, in no way constitutes a waiver of Customer's obligation to properly classify its materials. Safety-Kleen relies on Customer's representations and Customer is responsible for informing Safety-Kleen of any process changes that may alter the characteristics of the materials provided. IN THE EVENT OF AN EMERGENCY CALL 24 HR EMERGENCY # 1-800-468-1760 (Safety-Kleen)

CUSTOMER / GENERATOR: martin

safety-kleen.

PROTECTION CHOICES PEOPLE SAFETY-KLEEN SYSTEMS, LLC
MAKE GREEN WORK 2600 North Central Expressway Ste 400
Richardson, TX 75080

DUNS NO: 05-397-6551
FED ID NO: 39-6090019

INVOICE

Billing Account #	Service Account #	Invoice #	Invoice Date
HI16359	HI15919	63129572	03/19/14

Billing Address
HIDALGO CO. PCT #3
PO BOX 607
MISSION TX 78573

Service Address
HIDALGO COUNTY PCT #3
400 W 13TH ST
MISSION TX 78572

Branch Location
BR MCALLEN

For Questions Call:
956-682-1951

Terms
NET 30 DAYS

Service Date
03/19/14

PO Number	Department #	Department	Manifest #	Tax Status/#
3 18 14				EXEMPT

QUANTITY	PART#	TERM	SERIAL/PROFILE #	UNIT PRICE	UOM	SALES TAX	TOTAL
1	16150	8	17430636	$136.0500	EA	$0.00	$136.05
	16G PARTS WASHER - SOLVENT						

SUBTOTAL	$136.05
TOTAL TAX	$0.00
TOTAL AMOUNT DUE	$136.05 USD

Comments:
Pay Your Invoice Online! You can also opt for paperless billing with our new customer portal. Simply go to www.safety-kleen.com and click on My Account.

Invoice Paid
APR 02 2014
$136.05

Please be advised delinquent payments may result in a Late Payment Charge of $25.

safety-kleen.

SAFETY-KLEEN SYSTEMS, INC
2600 North Central Expressway Ste 400
Richardson, TX 75080

safety-kleen.

Billing Account #	Service Account #	Invoice #	Invoice Date
HI16359	HI15919	63129572	03/19/14

PLEASE RETURN THIS PORTION WITH PAYMENT.
MAKE ANY ADDRESS CORRECTIONS BELOW.

Date Due	Amount Due
04/18/14	$136.05

00063129572000HI163591000000136055

MDG2012 00002281 1 MB 0435 9 1
HIDALGO CO. PCT #3
PO BOX 607
MISSION TX 78573

SAFETY-KLEEN SYSTEMS, INC.
PO BOX 650509
DALLAS, TX 75265-0509

Safety-Kleen Systems, Inc.

2600 N Central Expy, Suite 400
Richardson, TX 75080
CORPORATE: 800-669-5740
24 HR EMERGENCY: 800-468-1760 (Safety-Kleen)
9566821951

REFERENCE NBR.
63129572

CUSTOMER# HI15919 Hidalgo County Pct. #3
400 W 13th St
Mission TX 78572-3727
PHONE 956-585-4509

SRVC WEEK: 2014-12
SRVC DATE: 03/19/14 12:03

BILL TO CUSTOMER# HI16359

BILL TO ADDRESS:
Hidalgo Co. Pct #3
Po Box 607
Mission TX 78573-0011
PHONE 999-999-9999

PURCHASE ORDER# 3 18 14

TAX EXEMPT#

PRODUCT/SERVICES

SERVICE/ PRODUCT		QTY	UNIT PRICE	TAX	TOTAL CHARGE
16150	MDL 16 WITH PREMIUM SOL	1.000	136.0500	0.00	136.05
	S/N 17430636 TAG T0000000XX90036711 CLEAN 8.00 SPENT 0.000				
	SERVICE TERM 8 WEEK SCANNED NO				
	TOTAL SERVICE/PRODUCTS		136.0500	0.00	136.05

TOTAL CHARGE	136.05
CREDITS	0.00
TOTAL DUE	136.05

UNPAID BALANCE THIS RECEIPT 136.05

Machine clean and good condition? Yes
Lamp Assembly Condition Yes
Decals in place and legible? Yes
Fusible link installed? Yes
Emergency closing of lid unobstructed? Yes
Machine properly grounded? Yes
Local Phone No. Sticker Affixed to Machine Yes
Spent solvent meets acceptance criteria? Yes

GENERATOR STATUS
0-220 lbs/month

Customer certifies that (i) the above-named materials are properly classified, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation and (ii) no material change has occurred either in the characteristics of the waste/material or in the process generating the waste/material. Customer agrees to pay the above charges and to be bound by the terms and conditions (1) set forth in (a) the General Terms and Conditions provided separately to Customer or (b) any SK agreement signed by Customer and SK, and (2) incorporated herein by reference. Unless otherwise indicated in the payment received section, SK is authorized to charge Customer's account for this transaction. Customer certifies that the individual signing this Service Acknowledgement is duly authorized to sign and bind Customer. The following provision is applicable to Safety-Kleen's parts cleaner and paint gun cleaner services: Customer agrees that it will not introduce any substance into the solvent or aqueous cleaning solution, including without limitation any hazardous waste or hazardous waste constituent, except to the extent such introduction is incidental to the normal use of the machine. Customer further agrees

that it will not clean parts/paint guns that have been contaminated with or otherwise introduce polychlorinated biphenyls (PCB's), herbicides, pesticides, dioxins or listed hazardous waste into the solvent or aqueous cleaning solution. Safety-Kleen has the capacity and is permitted to accept, store, and/or reclaim the spent parts washer solvent; paint thinners, solvents and paints generated by customer; or dry cleaning filter cartridges, powder, and still residues containing perchloroethylene, petroleum naphtha, or triflurotrichloroethane dry cleaning solvents. Customer agrees that it is responsible for properly classifying its waste streams as Used Oil or Nonhazardous Waste in accordance with the provision of 40 CFR 262.11 and applicable state laws. Customer agrees that it will not introduce any non-conforming substance into the SK Property, including, without limitation, any hazardous waste or hazardous waste constituent,(i.e., polychlorinated biphenyls ("PCBs"), herbicides, pesticides, dioxins, or listed hazardous wastes) except to the extent such introduction is incidental to the normal use of the SK Property. In the event of the introduction of such non-conforming hazardous waste, Customer agrees that it will be responsible for all costs and remediation expenses related to or arising from the proper management and disposal of the non-conforming waste, including the cost of equipment decontamination and subsequent disposal. If any legal action is commenced because of an alleged dispute, breach, default or misrepresentation, the Customer also agrees that the prevailing party will be entitled to recover reasonable attorney's fees and costs associated with the non-conforming contamination event. Safety-Kleen's failure to screen Customer's material or take a retain sample, in no way constitutes a waiver of Customer's obligation to properly classify its materials. Safety-Kleen relies on Customer's representations and Customer is responsible for informing Safety-Kleen of any process changes that may alter the characteristics of the materials provided. IN THE EVENT OF AN EMERGENCY CALL 24 HR EMERGENCY # 1-800-468-1760 (Safety-Kleen)

CUSTOMER / GENERATOR: m galindo

safety-kleen.
PROTECTION CHOICES PEOPLE
MAKE GREEN WORK®

SAFETY-KLEEN SYSTEMS, INC
2600 North Central Expressway Ste 400
Richardson, TX 75080

DUNS NO: 05-397-6551
FED ID NO: 39-6090019

INVOICE

Billing Account #	Service Account #	Invoice #	Invoice Date
HI16359	HI15919	64311942	07/14/14

Billing Address
HIDALGO CO. PCT #3
PO BOX 607
MISSION TX 78573

Service Address
HIDALGO COUNTY PCT #3
400 W 13TH ST
MISSION TX 78572

Branch Location
BR MCALLEN

Terms
NET 30 DAYS

For Questions Call:
956-682-1951

Service Date
07/14/14

PO Number	Department #	Department	Manifest #	Tax Status/#
7-14-14				EXEMPT

QUANTITY	PART#	TERM	SERIAL/PROFILE #	UNIT PRICE	UOM	SALES TAX	TOTAL
1	16150	8	17430636	$136.0500	EA	$0.00	$136.05
	16G PARTS WASHER - SOLVENT						

SUBTOTAL	$136.05	**
TOTAL TAX	$0.00	
TOTAL AMOUNT DUE	$136.05 USD	

Comments:
Pay Your Invoice Online! You can also opt for paperless billing with our new customer portal. Simply go to www.safety-kleen.com and click on My Account.

JUL 23 2014
$102.90

Please be advised delinquent payments may result in a Late Payment Charge of $25.

safety-kleen.

SAFETY-KLEEN SYSTEMS, INC
2600 North Central Expressway Ste 400
Richardson, TX 75080

safety-kleen.

Billing Account #	Service Account #	Invoice #	Invoice Date
HI16359	HI15919	64311942	07/14/14

PLEASE RETURN THIS PORTION WITH PAYMENT.
MAKE ANY ADDRESS CORRECTIONS BELOW.

Date Due	Amount Due
08/13/14	$136.05

00064311942000HI163591000000136059

MDG2012 00002054 1 MB 0435 9 1
HIDALGO CO. PCT #3
PO BOX 607
MISSION TX 78573

SAFETY-KLEEN SYSTEMS, INC.
PO BOX 650509
DALLAS, TX 75265-0509

Safety-Kleen Systems, Inc.

2600 N Central Expy, Suite 400
Richardson, TX 75080
CORPORATE: 800-669-5740
24 HR EMERGENCY: 800-468-1760 (Safety-Kleen)
9566821951

REFERENCE NBR.
64311942

CUSTOMER# HI15919 Hidalgo County Pct. #3
400 W 13th St
Mission TX 78572-3727
PHONE 956-585-4509

SRVC WEEK: 2014-29
SRVC DATE: 07/14/14 11:01

BILL TO CUSTOMER# HI16359

BILL TO ADDRESS:
Hidalgo Co. Pct #3
Po Box 607
Mission TX 78573-0011
PHONE 999-999-9999

PURCHASE ORDER# 7-14-14

TAX EXEMPT#

PRODUCT/SERVICES

SERVICE/ PRODUCT		QTY	UNIT PRICE	TAX	TOTAL CHARGE
16150	MDL 16 WITH PREMIUM SOL	1.000	136.0500	0.00	136.05
	S/N 17430636 TAG T0000000XX90036711 CLEAN 8.00 SPENT 0				
	SERVICE TERM 8 WEEK SCANNED NO				
	TOTAL SERVICE/PRODUCTS		136.0500	0.00	136.05

TOTAL CHARGE	136.05
CREDITS	0.00
TOTAL DUE	136.05

UNPAID BALANCE THIS RECEIPT 136.05

Machine clean and good condition? Yes
Lamp Assembly Condition Yes
Decals in place and legible? Yes
Fusible link installed? Yes
Emergency closing of lid unobstructed? Yes
Machine properly grounded? Yes
Local Phone No. Sticker Affixed to Machine Yes
Spent solvent meets acceptance criteria? Yes

GENERATOR STATUS
0-220 lbs/month

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CUSTOMER / GENERATOR: galindo

COUNTY COMMISSIONER PRECINCT 3
County of Hidalgo

Joe M. Flores
County Commissioner Pct. No. 3

To: Martha Salazar, Purchasing Agent
Hidalgo County Purchasing Department

From: Victor O'cana
Invoice Clerk
Hidalgo County Precinct #3

Date: October 29, 2014

Re: Submitting Invoices for claims.

I am submitting this invoice for claims, because invoices show to be outstanding and have not been paid.

SOS TECHNOLOGIES

Invoice# 7722 Dates: 7-1-14/12-31-14 Amount: $240.00

(The Invoice was issued before the invoice clerk was able to get a purchase order for the items. Sorry for the inconvenience.)

Thank you and should you have any questions or need additional information, please contact me at (956)585-4509.

Office: (956) 585-4509 • Fax: (956) 205-7009
724 N. Breyfogle • Mission, Texas 78574

COUNTY COMMISSIONER PRECINCT 3
County of Hidalgo

Joe M. Flores
County Commissioner Pct. No. 3

To: Martha Salazar, Purchasing Agent
Hidalgo County Purchasing Department

From: Victor O'cana
Invoice Clerk
Hidalgo County Precinct #3

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Office: (956) 585-4509 • Fax: (956) 205-7009
724 N. Breyfogle • Mission, Texas 78574

SIGNATURE _____
R# _____
PO# _____

INVOICE RECEIVED BY _____ ON 7-1-14
GOODS/SERVICES RECEIVED BY _____ ON 7-1-14 / 12-31-14

S O S Technologies

Stewart Oxygen Service

Licensed by Oxygen Therapy Institute, Inc.

P.O. BOX 201 • EDINBURG, TEXAS 78540 • (956) 383-7812

INVOICE

DATE

INVOICE NUMBER 7722

SOLD TO	SHIP TO
Hidalgo County Precinct # 3 724 North Breyfogle Road P.O.Box 607 Mission, Texas 78574	Mr. Joe Flores County Commissioner Precinct # 3

OUR ORDER NO.	CUSTOMER ORDER NO.	SALESMAN	TERMS	F.O.B.
		Richard R. Cantu	NET	S.O.S. Outlet

ORDERED	SHIPPED	DESCRIPTION	AMOUNT
Rental of	2	S.O.S. Emergency Oxygen Inhalators for the period thru July 1, 2014 through December 31, 2014.	
Rental of		Extra Cylinders 2 units @ $120.00 each for 6 months.	$240.00
		WE APPRECIATE YOUR BUSINESS THANK YOU VERY MUCH	
		These units are located at: (1) Anzaldua's Park (2) Landfill unit.	
		Sales/Use Tax	-0-
		Oxygen Refills	
		Shipping	
		MEMBER — RIO GRANDE VALLEY CHAMBER OF COMMERCE	
		TOTAL	$240.00

Mail To

RECEIVED
JUN 27 2014
BY

585

We appreciate your Business!
Thanks,
Richard

4 -1100-432-00-123-001-0- 4/42
$ 120.00

4 -1100-452-00-123-008-0- 4/42
$ 120.00

AI -47656 **Budget and Management** **23. A.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2015 Budget Process:
1. Designate the Budget Officer, subject to conditions and directions provided by Commissioners' Court, to transfer amounts from certain budgeted items to other budgeted items as per Texas Local Government Code Section 111.070(c)(2).
2. Designate the General Fund, Special Revenue Funds, and Enterprise Funds as the salary fund for their respective accounts as per Texas Local Government Code Section 154.042.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Merlen P. Munoz (Originator)	Merlen P. Munoz	12/04/2014 11:50 AM
Budget & Management	Veronica Ortiz	12/04/2014 04:45 PM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Merlen P. Munoz		Started On: 12/04/2014 11:11 AM
Final Approval Date: 12/12/2014		

AI -47740 **Budget and Management** **23. B.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Veronica Ortiz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Report and approval of emergency transfers for the period of January through December 2014.

BACKGROUND

Fiscal Impact

Attachments

report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/10/2014 08:45 AM
Ivan Cantu	Ivan Cantu	12/12/2014 04:12 PM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Veronica Ortiz		Started On: 12/09/2014
Final Approval Date: 12/12/2014		

Hidalgo County Non-Agenda Transfers from January through December 2014

Date	JE #	Amount	Department	Reason
12/17/13	35698	$ 340.00	Pct. 1 Adm	To transfer monies to fund invoices for City of Weslaco & postage expenditures.
12/18/13	35699	$ 7,910.80	Pct. 1 Parks	To fund account for requisition of repairs to prevent closure in parks for safety reasons.
12/18/13	35700	$ 400.00	Pct. 3 Sanitation	Transfer needed to fund expenditures for November & December.
12/18/13	35701	$ 2,100.00	IT Countywide	Transfer needed to fund extra programing for HRMS in order to accommodate the HCSO application within CivicHR.
12/19/13	35706	$ 13,000.00	Pct. 2 CountyWide Shop	To purchase a crimper for Co. Wide Shop use.
12/19/13	35705	$ 552,528.00	Pct. 2 TxDot Dicker Rd.	Emergency interdepartmental transfer to replace funding transferred out into CO 1342 for the Pct. 2 Equip & Maint. Facility.
12/19/13	35707	$ 1,703,070.32	CO2010A&B Pct. 2 Equip & Maint Facility	Emergency interfund transfer to fund the Pct.2 Equipment & Maintenance Facility
12/20/13	35740	$ 6,542.31	CCL # 1	To fund correct object code to purchase supplies.
12/23/13	35791	$ 175.00	370th District Court	To fund account so that a purchase order may be obtained for the grand jury's meals.
12/23/13	35792	$ 40.00	Child Protection Court	Transfer needed to fund correct department for AT&T local invoice(ref AI-42226)
12/23/13	35793	$ 98.97	Human Services	To fund a Staples invoice (pending payment)
12/23/13	35794	$ 514.13	Constable Pct. 4	To fund "On Line Research Services" contract with Lexis Nexis. (Ref AI-42346)
12/23/13	35795	$ 148.00	Constable Pct. 1	To fund "On Line Research Services" contract with Lexis Nexis. (Ref AI-42346)
12/26/13	35796	$ 0.36	Human Services	To fund a Staples invoice (pending payment)
12/27/13	35819	$ 100.00	Executive Office	Transfer needed to fund account for AT&T Local bill.
12/27/13	35820	$ 100.00	Pct. 3 Adm	Transfer needed to fund account for AT&T Local bill.
12/27/13	35821	$ 350.00	Health Adm.	Transfer needed to fund account for AT&T Local bill.
12/30/13	35865	$ 1,000.00	TX Agrilife Ext.	Transfer needed to fund fuel expenditures for Oct. Nov. & December.
01/03/14	40006	$ 3,602.19	Co. Judges	To fund Anticipated Land & Building Rentals
01/03/14	35866	$ 525.54	Pct. 1 Rd Maint	To fund invoices for Magic Valley Electric Coop. The invoices will be processed by Auditor's Office A/P Division in the next check run of 01/07/2014
01/03/14	40018	$ 1,400.00	Pct. 2 Adm	To purchase refreshments and to publish advertisements in the Pharr Advance Newspaper for the Pct. 2 Community Meeting
01/03/14	40019	$ 10,000.00	CCL # 1*	Due to the 3% budget reduction for 2014 monies are being re-allocated to alleviate the shortage based on historical expenditures
01/06/14	35871	$ 38,400.00	WIC	To fund reclassified expenditures for a capital lease as per proper GAAP accounting requirements and CAFR presentation for the annual external audit.
01/06/14	35895	$ 35,895.00	Pct. 3 Rd. Maint.	To fund reclassified expenditures on PO# 696956
01/06/14	35894	$ 15,017.63	Pct. 2 Rd Maint.	To cover any incurred and anticipated fuel expenditures.
01/07/14	40022	$ 17,951.00	Pct. 4 Restitution	To fund Pct. 4 Restitution Center expenditures for Requisition#247607
01/07/14	40023	$ 9,653.00	Pct. 4 Linn	To fund Pct.4 Linn-San Manuel Beautification Project(186) expenditures for requisition #248552
01/07/14	35896	$ 29,383.94	Constable Pct. 1	In order to purchase parking lot light fixtures for the New Constable Pct. 1 Building.
01/07/14	35897	$ 1,896.77	Constable Pct. 1	In order to purchase parking lot light fixtures for the New Constable Pct. 1 Building.
01/07/14	35898	$ 2,624.56	Constable Pct. 1	Transfer needed to cover Alcosers PO increase for reimbursable expenses for the New Constable Pct. 1 building.

Hidalgo County Non-Agenda Transfers from January through December 2014

Date	JE #	Amount	Department	Reason
01/07/14	35899	$ 3,999.92	Co Wide Law Enf	To fund Breath Test Services Invoice #1341.
01/08/14	40035	$ 224,553.81	Co Wide Adm.*	To fund building rental expenses for 2014(Co. Judges, HR Dept & 430th DC
01/08/14	40036	$ 224,553.81	Various Dept.*	To fund building rental expenses for 2014
01/08/14	35914	$ 12,665.00	Various Dept.	To fund pending invoice for Valley Metro.
01/08/14	35915	$ 7,007.98	Facilities Mgmt.	To pay pending invoices.
01/08/14	35916	$ 60,000.00	Child Welfare Defense	To pay pending invoices.
01/08/14	35917	$ 24,408.00	IT Countywide	To move monies into the correct obj code & process payment for the Texas Association of Urban Counties
01/08/14	35918	$ 80.75	Grand Jury	To fund Juror Fees as of 12/27/2013
01/09/14	35944	$ 120,846.00	Sheriff	To fund expenditures incurred in November & December 2013.
01/09/14	35945	$ 116,000.00	Public Defense	To pay pending obligations.
01/09/14	35946	$ 500.00	Facilities Mgmt.	To pay pending obligations.
01/09/14	35947	$ 61.00	430th DC	To pay pending obligations.
01/09/14	35948	$ 8,000.00	WIC Adm	To fund pending Reliant invoices which will processed by the Auditor's Office on the Check run of 01/14/2014
01/09/14	35922	$ 743,245.16	Co. Wide Adm *	To fund Co. Wide pending obligations.
01/09/14	35923	$ 165,629.96	Juv Prob*	To fund pending obligations for 2013.
01/10/14	35950	$ 240.00	Pct. 4 Parks	To fund pending obligations for 2013.
01/10/14	35951	$ 410.00	Pct. 4 Adm.	To fund pending expenditures.
01/10/14	35952	$ 5,000.00	Pct. 4 Rd. Maint.	To fund pending invoices.
01/10/14	35953	$ 2,000.00	Health Clinics	To fund anticipated utility expenditures through 12/31/2013.
01/10/14	35954	$ 100.00	Pct. 3 Parks.	To fund utility bill late fees for 2013
01/10/14	35955	$ 401.62	Pct. 1 Adm	To fund pending invoices for 2013.
01/10/14	35995	$ 500.00	Elections Dept. *	To fund pending obligations for 2013.
01/10/14	35996	$ 566.99	District Clerks	To fund pending obligations for 2013.
01/10/14	35997	$ 13,000.00	Autopsies*	To fund autopsy services from 2013.
01/10/14	35998	$ 112.40	Purchasing*	To fund invoices for December 2013.
01/10/14	35999	$ 88.55	Public Defender*	To fund pending obligations for 2013.
01/10/14	36000	$ 9,680.00	Crim DA	To fund invoices for December 2013.
01/13/14	40037	$ 10,000.00	Transfers Out	Transfer needed to allocate funds in the correct fiscal year.
01/13/14	35990	$ 59,156.61	Pct. 4 Rd. Maint.	To fund pending expenditures.
01/13/14	36011	$ 76,823.33	Jail	To fund pending obligations for 2013.
01/13/14	40060	$ 2,758.00	Constable Pct. 1*	Transfer needed to cover quote from AL3 for the alarm system at the New Constable Pct. 1 Building
01/13/14	40061	$ 300,000.00	Pct. 2 Rancho Blnc(1/4M E Alamo-Tower	Emergency interdepartmental transfer to fund approval of Contract # C-13-250-1-14 for Rancho Blanco Rd. Project (AI#42514 CC 1/14/2013)
01/14/14	36012	$ 27.59	Emergency Mgmt. *	To fund pending obligations for 2013.
01/14/14	36013	$ 94.88	Fire Marshal *	To fund pending obligations for 2013.
01/14/14	36014	$ 6,346.16	TX Agrilife Ext.	Pending obligations for 2013
01/14/14	36015	$ 78.99	Pct. 1 Adm	To pay the December 2013 Direct TV invoice.
01/14/14	36032	$ 3,278.97	Pct. 2 Rd Maint.	To cover incurred late fees.
01/14/14	36016	$ 5.00	Executive Office*	To fund pending obligations for 2013.
01/14/14	40062	$ 600.00	Public Defender*	Transfer needed to cover additional registration for Public Defender conference.

Hidalgo County Non-Agenda Transfers from January through December 2014

Date	JE #		Amount	Department	Reason
01/14/14	36017	$	938,658.92	Pct. 2 (CO2010 A&B)	Transfer needed to properly account for encumbrances & expenditures for this project.
01/15/14	36038	$	25,000.00	General Litigation*	To pay pending bills from 2013.
01/15/14	40063	$	579.49	139th DC	Transfer needed to fund Judge Bobby Flores's renewal insurance with Texas Lawyers' Insurance Exchange & Supplies.
01/15/14	36066	$	5.00	Executive Office*	To fund the proper account in order to process AI-42622 Item 2D which was approved at Commissioners' Court on 01/14/2014.
01/15/14	36061	$	22,293.00	Co. Clerk Record Archive	To fund pending obligations for 2013.
01/15/14	36062	$	751.00	DA Investigation HB65	To fund pending obligations for 2013.
01/15/14	36063	$	55,124.68	Various Dept.*	To fund pending obligations for 2013.
01/15/14	36064	$	77,206.92	Various Dept.*	To fund pending obligations for 2013.
01/15/14	40066	$	3,930.00	Facilities Mgmt.	Transfer needed to cover expense to remove existing damaged swing gate & install a new one at the Courthouse.
01/15/14	40067	$	2,378.08	Indigent Defense	Due to the 3% budget reduction for 2014 monies are being re-allocated to alleviate the shortage based on historical expenditures
01/16/14	36069	$	10,000.00	Co. Wide Adm*	To fund Co. Wide pending obligations for 2013
01/16/14	36070	$	486.72	District Clerks*	To fund pending obligations for 2013.
01/16/14	40068	$	21.28	DBM- Budget Div	Transfer needed to fund Xerox invoice.
01/16/14	36071	$	140.00	Alt. Incarceration Prg.*	Transfer needed to increase PO#701628 and pay a pending invoice for 2013.
01/16/14	36068	$	3,278.97	Pct. 1 Rd Maint	To fund pending invoice(OneSource Equipment)
01/16/14	36067	$	6,305.79	Various Dept.*	To fund pending obligations for 2013.
01/16/14	36072	$	51,225.00	Autopsies*	To fund pending obligations for Ceballos Funeral Home.
01/16/14	40069	$	150.00	Amigo Del Valle*	Transfer needed to fund pending obligation.
01/16/14	40070	$	250.00	Public Defender*	Public Defenders will be attending the Immigration Consequences of Criminal Convictions: Tips for Criminal Defense and Immigration Counsel CLE Conference on January 24, 2014- Brownsville, TX.
01/16/14	36094	$	5,470.04	Pct. 1	To fund negative account
01/16/14	36095	$	37,073.85	Pct. 3	To fund negative account
01/16/14	36096	$	78.30	CW Mech Shop	To fund negative
01/16/14	36097	$	325.78	ROW Dept	To fund negative
01/16/14	36098	$	118,398.92	Pct. 4	To fund negative account
01/17/14	36103	$	74,542.27	R&B Co. Wide Adm	To sweep lapse funding
01/17/14	36099	$	105.46	Pct. 4 Adm.	To fund pending expense.
01/17/14	36100	$	590.35	Pct. 1 Rd Maint	To fund pending expense.
01/17/14	36101	$	10.00	CW Mech Shop	To fund anticipated expense due to salary accrual.
01/17/14	36102	$	19.29	Pct. 2 Adm	To fund anticipated expense due to salary accrual.
01/17/14	36104	$	12,895.14	Various Depts*	To fund pending invoices for 2013.
01/21/14	36166	$	30,821.38	Various Depts**	To fund negative balances & Co. Wide obligations.
01/21/14	36155	$	63,756.45	Various Depts**	To sweep lapse salaries (obj. 112 & 113) from various departments to the Co.Wide Adm. - Contingency account.
01/21/14	36156	$	93,793.60	Various Depts*	Accounts need funding in order to process invoices for 2013
01/21/14	36142	$	111,447.64	Co. Wide Adm	To fund Co. Wide obligations for 2013.
01/21/14	36143	$	788.06	Various Depts	To fund pending obligations for 2013.
01/22/14	Revised	$	59,149.04	Various Depts*	To sweep surplus funds.
01/22/14	36162	$	2,658.64	Various Depts*	To fund current deficits.

Hidalgo County Non-Agenda Transfers from January through December 2014

Date	JE #	Amount	Department	Reason
01/22/14	36163	$ 195,690.00	Jail*	To fund pending obligations for 2013.
01/22/14	36164	$ 1,124.52	Various Depts*	To fund pending obligations for 2013.
01/22/14	36165	$ 83,396.98	Co. Wide Adm.*	To sweep object code 890into Contingency to fund Co. Wide obligations for 2013.
01/22/14	36160	$ 4.00	Pct. 4	Transfer needed to cover Pct. 4 Adm.expenditures.
01/22/14	36161	$ 77,399.14	Various Depts*	To fund pending obligations for 2013.
01/22/14	36167	$ 752.81	Various Depts*	To fund pending obligations for 2013.
01/23/14	36203	$ 52,261.68	Various Depts**	To sweep surplus funds.
01/23/14	36201	$ 6,531.25	Pct. 4	To fund pending expense.
01/23/14	36205	$ 44,512.43	Pct. 3	To fund pending expense; (Department Note: Reclassify 2013 PO#701887 & 701424; 2013 PO Increase #692001)
01/23/14	36204	$ 196.00	Pct. 3	To fund pending expense
01/23/14	36202	$ 2,534.80	Pct. 4	To fund pending expense
01/23/14	36200	$ 10.72	IT Dept	Transfer needed to fund expenditures for Lone Star
01/23/14	40097	$ 400.00	IT Dept	Transfer needed to fund hotel expenses for 2014 Tech Share Conference
01/23/14	36208	$ 25,416.40	Various Depts*	To fund pending obligations for 2013.
01/23/14	36207	$ 300.00	Purchasing	to fund outstanding invoice for 2013.
01/23/14	36206	$ 446.62	Elections Dept.	to fund pending obligations for 2013.
01/23/14	40098	$ 10,000.00	Transfers out - Health Grants	Transfer needed to reverse JE-40037.
01/23/14	40099	$ 20,000.00	Transfers out/Transfers in	Transfer needed to allocate funds in the correct fiscal year.
01/23/14	36209	$ 28,055.40	Various*	To fund pending obligations for 2013.
01/24/14	36217	$ 5,920.19	Various*	To fund pending obligations for 2013.
01/24/14	36218	$ 17.99	Pct. 1	To fund negative account.
01/24/14	36219	$ 64.53	Pct. 3	To fund negative account.
01/24/14	36220	$ 18,948.10	Various	To fund negative account.
01/24/14	36221	$ 2,710.29	Pct.4	To fund negative account.
01/27/14	36241	$ 63.37	DA Bond Forfeiture Comm	Transfer needed to cover the current deficit balance.
01/27/14	36242	$ 19.45	Adult Probation	Transfer needed to cover the current deficit balance.
01/27/14	36243	$ 0.08	206th District Court	Transfer needed to cover the current deficit balance.
01/27/14	36244	$ 152.08	Health and Human Services	Transfer needed to cover the current deficit balance.
01/27/14	36245	$ 491.78	County Treasurer	Transfer needed to cover the current deficit balance.
01/27/14	36246	$ 44.55	District Clerks	Transfer needed to cover the current deficit balance.
01/27/14	36247	$ 45.14	DA's Office	Transfer needed to cover the current deficit balance.
01/27/14	36222	$ 161,713.21	Pct. 2 Thomas Rd	To fund negative balances under object code 841 & close the year.
01/27/14	36223	$ 250,980.02	TXDot- Thomas Rd (Jckson-Stewart)	Emergency interfund transfer to fund the negative balance in Pct. 2 Thomas Rd. Project account.
01/28/14	36256	$ 39,078.28	Co. Wide Adm.**	To sweep surplus funds.
01/28/14	40173	$ 376.30	Veterans Services	Transfer needed to fund accounts appropriately
01/28/14	40174	$ 18,139.03	Co. Wide Adm.**	To fund pending obligations.
01/28/14	40172	$ 9,871.03	Planning & Veterans Srv.	Due to the 3% budget reduction for 2014 monies are being re-allocated to alleviate the shortage based on historical expenditures
01/28/14	36266	$ 2,711.65	Health Ins. Adm	Transfer needed to cover the current deficit balance.
01/28/14	36265	$ 472.04	Pre Trial	Transfer needed to cover the current deficit balance.
01/28/14	36264	$ 85.97	DA's Office	Transfer needed to cover the current deficit balance.
01/28/14	36263	$ 1,532.25	DBM- Workers Comp Div.	Transfer needed to cover the current deficit balance.

Hidalgo County Non-Agenda Transfers from January through December 2014

Date	JE #	Amount	Department	Reason
01/28/14	36260	$ 6,607.75	Juv Prob*	To reverse entry included in Emergency Transfer (JE# 36155) from 01/17/2014
01/28/14	36259	$ 64,942.23	DBM- Workers Comp Div.	To sweep surplus funds.
01/28/14	36258	$ 69,036.34	DBM- Health Benefits	To fund current deficits.
01/28/14	36262	$ 3,755.98	Courthouse Security	Transfer needed to cover the current deficit balance.
01/28/14	36261	$ 419.61	Law Library	Transfer needed to cover the current deficit balance.
01/28/14	36257	$ 148,982.25	Co. Wide Adm.**	To sweep surplus funds.
01/28/14	36297	$ 116,230.41	Various Depts.*	Interdepartmental transfer to fund various salary, allowance and fringe benefits expenditures for year end.
01/28/14	40179	$ 66.00	Indigent Defense	To fund accounts to process purchase order
01/28/14		$ 15,000.00	WIC	Transfer needed to pay for the connection of lab computers directly to WIC Servers as requested by the WIC State Office.
01/28/14	40178	$ 150.19	Auxiliary Court	To fund account appropriately
01/28/14	40177	$ 2,747.00	Auxiliary Court	Due to the 3% budget reduction for 2014 monies are being re-allocated to alleviate the shortage based on historical expenditures
01/29/14	36305	$ 0.06	Pct. 4 Rd. Maint.	To Fund negative
01/29/14	40180	$ 400,000.00	Pct. 3 Drainage Improve. Prj.	To fund accounts appropriately.
01/29/14	40181	$ 400,000.00	Pct. 4 Drainage Improve. Prj	To fund accounts appropriately.
01/29/14	36306	$ 100.00	WIC	Transfer needed to cover the current deficit balance and one(1) additional pay period.
01/30/14	36329	$ 55.03	Various Dept. *	To fund November 2013 bank charges.
01/30/14	36328	$ 118,622.00	Pct. 2 CO2010 A&B	Emergency intradepartmental transfer to place funding in the correct object code 720 to enter Requisition for the approved contract with Holchemont for the construction of the new Pct 2 Equipment & Maintenance Facility.
01/30/14	36327	$ 199.66	Pct. 4 Rd. Maint.	To fund negative account.
01/30/14	36343	$ 3,154.20	Facilities Mgmt.	To fund pending obligations for 2013.
01/31/14	36344	$ 874.64	Pct. 1 Roads	To fund a pending 2013 invoice.
01/31/14	40193	$ 347.40	Co. Wide Adm.**	Transfer needed to fund monitoring services for the Safety Department building at 9805 N. 10th St. McAllen, TX.
01/31/14	40194	$ 66,638.51	Visiting Judges	Transfer needed to cover the current deficit balance and anticipated expenditures.
02/03/14	40196	$ 1,263.15	206th District Court	Transfer needed to fund anticipated expenditures.
02/03/14	36378	$ 7,180.72	Pct. 2 Rd Maint.	To pay outstanding invoices for fuel.
02/04/14	40197	$ 7,000.00	Visiting Judges*	To fund an estimated six (6) months of travel expenses.
02/04/14	40198	$ 4,808.68	CCL#1*	Transfer needed to fund anticipated expenditures.
02/04/14	40199	$ 2,032.00	CCL#1	Transfer needed to fund anticipated expenditures.
02/04/14	40201	$ 187.60	Co. Wide Adm.*	Transfer needed to fund monitoring services for the Safety Department building at 9805 N. 10th St. McAllen, TX.
02/04/14	40200	$ 12,577.47	Co. Wide Adm.**	Transfer needed to fund anticipated expenditures.
02/04/14	36422	$ 3.81	Pct. 3 BCAP	To fund negative account.(Auditor's Office corrections to Obj. code 230- Retirement)
02/04/14	36420	$ 68.84	Various R&B Depts.	To fund negative account.(Auditor's Office corrections to Obj. code 230- Retirement)
02/04/14	36421	$ 2,581.20	Pct. 4	To fund negative account.(Auditor's Office corrections to Obj. code 230- Retirement)

Hidalgo County Non-Agenda Transfers from January through December 2014

Date	JE #	Amount	Department	Reason
02/04/14	36429	$ 5,725.10	Various Dept. *	To fund calendar year 2013 negative balances in salary related object codes from various departments.
02/04/14	36427	$ 129.21	Sheriff	Transfer needed to cover the current deficit balance
02/04/14	36426	$ 43.62	93rd District Court	Transfer needed to cover the current deficit balance
02/04/14	36425	$ 54.24	DBM- Health Benefits	Transfer needed to cover the current deficit balance
02/04/14	36424	$ 41.91	DBM- Workers Comp Div.	Transfer needed to cover the current deficit balance
02/04/14	36423	$ 44.47	District Clerks Office	Transfer needed to cover the current deficit balance
02/04/14	36428	$ 3,316.09	Justice Crt Tech	To fund pending obligations for 2013.
02/04/14	40203	$ 3,456.79	Pct. 2 CRC-San Juan	Due to the 3% budget reduction for 2014 monies are being re-allocated to alleviate the shortage based on historical expenditures
02/04/14	40202	$ 3,456.79	Co. Wide Adm*	To fund anticipated expenditures.
02/04/14	36430	$ 33.08	Pct. 1 Drain Improve Prj.	To fund negative account.
02/05/14	36431	$ 90,000.00	WIC	Transfer needed to cover the current deficit balance and anticipated expenditures.
02/05/14	36458	$ 9,678.00	Insurance*	To fund 2013 Commercial Property Insurance for various locations.
02/05/14	40206	$ 360.00	Co. Wide Adm*	Transfer needed to fund monitoring services for Old Tax Office Bldg/Sheriff Substation.
02/06/14	40234	$ 84.00	Pct. 4 CRC	Transfer needed to cover Pct 4 CRC DISH expenditures
02/07/14	36495	$ 100.51	Pct. 1 Adm	To fund negative account.
02/10/14	40238	$ 7,500.00	Pct. 1	To fund professional Engineering Service Agreement with Chanin Engineering LLC for the Delta Lake Pavilion-Hidalgo County Pct. 1(Refer to: AI-41237)
02/10/14	40237	$ 4,900.00	Facilities Mgmt.	Transfer needed for mold assessment for the New Constable Building
02/10/14	40236	$ 4,900.00	Co. Wide Adm.	Transfer needed to fund anticipated expenditures.
02/11/14	36515	$ 1,800.00	Courthouse	Transfer needed to fund proposal from South Texas Land Investigations for a Title Report requested by DOS Land Surveying in order to submit their survey of the Hidalgo County Courthouse and parking square.
02/11/14	40680	$ 1,800.00	Courthouse(CO210A&B)	Transfer needed to fund proposal from South Texas Land Investigations for a Title Report requested by DOS Land Surveying in order to submit their survey of the Hidalgo County Courthouse and parking square.
02/11/14	36517	$ 5,386.00	Morgue/Juv Det-Bldg Add.& Renov.	Transfer needed to clear up CO account.
02/11/14	40248	$ 2,701.80	Pct. 4	To fund anticipated expense for Mile 17 1/2 Project (AI-43007 - Terracon Consultants, Inc.) Refer to: Req#00251254.
02/11/14	36519	$ 499.80	Co. Clerk	Transfer needed to cover the current deficit Balance
02/11/14	36518	$ 204.64	Co Clerk Record Archive	Transfer needed to cover the current deficit Balance
02/11/14	36520	$ 46,064.53	Various Departments	To fund calendar year 2013 negative balances in salary related object codes from various departments.
02/12/14	40311	$ 135.00	Master Court	Transfer needed to fund anticipated expenditures.
02/12/14	40313	$ 9,315.49	Co. Wide Adm.	Transfer needed to fund anticipated expenditures.
02/12/14	40312	$ 1,715.71	Probate Crt.	Transfer needed to fund anticipated expenditures.
02/12/14	40314	$ 9,315.49	Various Departments	Transfer needed to fund anticipated expenditures.
02/12/14	36528	$ 36,159.73	Public Defense	To fund pending obligations for 2013.
02/12/14	40310	$ 819.30	Co. Auditors	To purchase QuickBooks for use by Auditors Staff.
02/12/14	36533	$ 119.55	Constable Pct. 1	Transfer needed to closeout FY 2013 LBSP Grant
02/12/14	36529	$ 1,133.93	Constable Pct. 3	Transfer needed to closeout FY 2013 Stop Truancy Grant.

Hidalgo County Non-Agenda Transfers from January through December 2014

Date	JE #	Amount	Department	Reason
02/12/14	36530	$ 2,691.99	JAG Grant	Transfer needed to closeout FY 12 (Federal)/FY 15 (Account) JAG Grant
02/12/14	36531	$ 53.80	County Clerk Rec Mgmt.	Transfer needed to cover the current deficit balance
02/12/14	36532	$ 39.82	Constable Pct. 4 LBSP	Transfer needed to cover negative balance.
02/13/14	40365	$ 3,070.00	449th District Court	Funds needed to cover Judge's robe, court room security camera, RICOH USA for 10 months and late fee charges.
02/13/14	40373	$ 840.72	Pct. 1 Sanitation	Transfer needed to fund anticipated expenditures.
02/13/14	40371	$ 5,578.97	370th District Court	Transfer needed to fund various accounts to alleviate shortage based on 2013 historical expenditures.
02/13/14	36572	$ 7,418.59	Pct. 4	To fund negative accounts.
02/13/14	36575	$ 90.46	Pct. 1 Adm	To fund negative accounts.
02/13/14	36569	$ 23,919.42	Co. Wide Admin	Transfer needed to sweep surplus funds.
02/13/14	36570	$ 22,111.08	Co. Wide Admin. Contingency	To sweep surplus funds.
02/13/14	36571	$ 68,751.96	Workers Comp.	To cover current deficit balance.
02/13/14	36573	$ 23,706.09	Various Departments*	To fund calendar year 2013 negative balances in salary related object codes from various departments.
02/13/14	36574	$ 298,397.98	Health Benefits	To fund current deficit and anticipated expenditures.
02/13/14	40370	$ 20,000.00	Co. Wide Adm.	Transfer needed to fund anticipated expenditures.
02/13/14	40372	$ 30.00	Indigent Defense	Due to the 3% budget reduction for 2014 monies are being re-allocated to alleviate the shortage based on historical expenditures.
02/14/14	40374	$ 6,000.00	Pct. 1 Rd Maint	To purchase concrete for sidewalk on Valdez St.

Hidalgo County Non-Agenda Transfers from January through December 2014

Date	JE #	Amount	Department	Reason
02/19/14	40390	$ 3,200.00	Facilities Mgmt.	To fund the construction of a small utility building (guard shack) to be used for security purposes by the Courthouse Security.
02/20/14	36638	$ 898.20	Jail*	To fund pending obligations for 2013.
02/20/14	36639	$ 9,600.00	WIC	To encumber cost on the Building Rental Capital Lease for vendor, Miguel Barbosa.
02/20/14	36641	$ 28,500.62	Juvenile Probation	To fund pending obligations for 2013.
02/20/14	40421	$ 250.00	Law Library	Transfer needed to cover Canon invoices for 2 months of the copier machine.
02/20/14	36640	$ 5.00	Health Adm.	To fund pending obligations for 2013.
02/21/14	36698	$ 315.81	IT Countywide	To fund pending obligations for 2013.
02/21/14	40451	$ 900.00	Auxiliary Crt.*	Due to the 3% budget reduction for 2014 monies are being re-allocated to alleviate the shortage based on historical expenditures.
02/21/14	36715	$ 252.00	Pct. 4 Drainage Improve. Prj	Emergency Interdepartmental Transfer available funds to utilize in other projects.
02/21/14	36718	$ 18.34	Pct. 2 Cesar Chvz	To transfer available funds to utilize in other projects.
02/21/14	36717	$ 6.38	Pct. 2 Southfork Estates	Emergency Interdepartmental Transfer available funds to utilize in other projects.
02/21/14	36716	$ 106.44	Pct. 4 Dickerson Pond	To transfer available funds to utilize in other projects.
02/24/14	36719	$ 891.00	Const. Pct. 1	To transfer available funds to utilize in other projects.
02/24/14	40487	$ 19,600.00	Pct. 4 Rd. Maint.	To fund anticipated expenditures (GTSI units and other pending projects)
02/24/14	36749	$ 1,569.82	Stonegarden(Edinburg)	To cover pending journal entries and year end closing.
02/24/14	36751	$ 23,384.00	Sheriff	To cover pending obligations for 2013.
02/24/14	40553	$ 32,250.00	Transfers Out	Transfer needed to fund Tuberculosis Prevention and Control-Federal grant local match.
02/24/14	36750	$ 4.94	Const. Pct. 3 LBSP	To cover pending journal entries and year end closing.
02/24/14	40486	$ 12,500.00	Pct. 1 Rd Maint	Transfer needed to fund Temp Full time position, not to exceed 6 months (Ref AI# 43241) Scheduled for CC 2/25/2014.
02/25/14	36778	$ 1,654.24	Co Wide Admin	Transfer needed to sweep surplus funds.
02/25/14	36779	$ 1,654.24	Aux. Court & Sheriff's Office	To fund calendar year 2013 negative balances in salary related & operating object codes within the Auxiliary Court & the Sheriff's Office.
02/25/14	36781	$ 191,526.92	Co Wide Admin- Contingency	To deobligate cash match funds for various grants for the FY 2013 & 2014 years and transfer funds into the Co. Wide-Contingency account. The grants are: COPS Universal Hiring 13, Public Defender's, Stop Truancy, and Early Intervention Counseling Program. These deobligations are needed in order to close out the calendar year 2013, as requested by Deborah Fischer, Grants Accounting Supervisor.
02/25/14	40527	$ 150.00	Auxiliary Court	Transfer needed to fund purchase of letterhead and business cards.
02/25/14	36795	$ 185.22	WIC Ineligible Costs	To pay pending obligations for 2013
02/26/14	36791	$ 25,684.36	Co. Wide Adm. -Contingency	To deobligate unused cash match funds for the Health Dept. grants for FY 2013 & FY 2014 and transfer monies into the Co. Wide-Contingency account. This deobligation is needed in order to close out the calendar year 2013, as requested by Deborah Fischer, Grants Accounting Supervisor.
02/26/14	40526	$ 88.10	CCL 1	To fund anticipated telephone expenses
02/26/14	40528	$ 1,392.00	JP 2 Pl 2	Transfer needed to place funds in correct object code.
02/26/14	36812	$ 7,095.83	Co. Auditors	To fund current deficit balance.

Hidalgo County Non-Agenda Transfers from January through December 2014

Date	JE #	Amount	Department	Reason
02/27/14	40530	$ 20,000.00	Facilities Mgmt.	Transfer needed to fund disposal expenditures for an estimated period of 4 months
02/27/14	40529	$ 20,000.00	Co. Wide Adm.	Transfer needed to fund anticipated expenditures.
02/27/14	40531	$ 5,550.00	CCL 6	Transfer needed to place funds in correct object code.
02/28/14	36871	$ 5,468.56	WIC Adm	To fund negative.
02/28/14	36877	$ 113,479.61	Pct. 4 Drainage Improve. Prj	To fund negative account.
02/28/14	36870	$ 9,286.34	Co. Wide Adm.	To partially reverse JE # 36791 in relation to the deobligation of cash matchfunds for the Health Dept. grants for FY 2013. Deobligation reversal was requested by Linda Fong, in order to close out the calendar year 2013: original transfer was made in error
02/28/14	36876	$ 22,356.92	Various Dept. *	To fund bank charges for 2013.0
02/28/14	36872	$ 12,973.12	Health Benefits	To fund current deficit balance.
02/28/14	36873	$ 0.37	Co. Clerk	Transfer needed to cover deficit balance
02/28/14	36874	$ 100,726.00	Various Dept. *	To fund current deficit balance.
02/28/14	36875	$ 211,029.66	Co. Wide Adm.	To sweep surplus funds.
03/04/14	40581	$ 7,290.00	Co. Wide Adm.	Transfer needed to pay Godinez Comm. Invoice for the jail overcrowding project.
03/04/14	40586	$ 125.00	449th District Court	Transfer needed for fax line on Ricoh copier.
03/04/14	40587	$ 326.00	Pct. 3 Sanitation	Transfer needed for Superior Alarms surveillance at the Penitas landfill.
03/04/14	36883	$ 10,000.00	Pct. 3 Prk equip/Contents	To reclassify check 02-387969 from object code 739 to 431. The amount should not be capitalized since it does not meet threshold amount of $50,000.00
03/04/14	36882	$ 234.00	Pct. 3 Parks.	To reclassify Check 01-386285 from obj. code 739 to 431. The amount should not be capitalized since it does not meet threshold amount of 50,000.00
03/05/14	40591	$ 20,000.00	Co. Wide Adm.	Transfer needed to fund anticipated expenditures.
03/06/14	40616	$ 11,867.00	Co. Wide Adm.	To fund negative account due to PO rollover (Courthouse Life Safety project).
03/06/14	40630	$ 42.00	JP 2 Pl 2	Transfer needed for purchase order of copier machine.
03/10/14	40653	$ 425.00	Public Defender*	Emergency transfer to pay Maria E. Amador Court Reporter, for Invoice in reference to CR-11-12298-D, State of Texas V. Frank Renteria(21 pages @ 6.00 per page) and to pay for registration fees for a one day seminar on foundation grant writing to the City of McAllen for employee Patricia Lova
03/10/14	40652	$ 2,000.00	CO 2010A&B Linn San Manuel Brewster Park	Agenda item no. 43462 scheduled for Commissioners' Court on 03/11/2014, referenced the wrong account no. As per the Auditor's Office, CO funds may be utilized for this project; however, the account setup for this project has insufficient funds. Therefore, this emergency transfer is needed to allocate funding appropriately. These monies will be used to fund the professional appraisal services agreement with George Jaime Salazar II d/b/a Appraisal Haus.
03/11/14	40716	$ 29,245.00	CO2010A&B Pct. 2	Transfer needed to cover proposal from CAS for the installation of a HEPA filter system at the County Morgue Renovations.
03/11/14	40715	$ 300.00	CCL 6	Transfer needed to purchase foam cups for the Jurors.
03/12/14	40774	$ 299.00	Pct. 3	Transfer needed to pay for registration fees for a one day seminar on eCivic Grants Network (federal, state & foundation grant writing) to the City of McAllen for employee Norma "Mona" Parras.
03/12/14	40773	$ 27,045.98	Various Departments	To fund bank charges for various departments for January 2014.

Hidalgo County Non-Agenda Transfers from January through December 2014

Date	JE #	Amount	Department	Reason
03/12/14	40772	$ 20,000.00	Co. Wide Adm.	To fund pending & anticipated expenditures.
03/14/14	40789	$ 40,000.00	Co. Wide Adm.	Funds needed for the installation of a HEPPA System/Filters at the Autopsy Facility (morgue).
03/14/14	40790	$ 40,358.35	Facilities Mgmt.	In order to cover proposal from CAS for the installation of a HEPPA Filter/System at the Morgue Facility.
03/17/14	40816	$ 100.00	Auxiliary Court	Transfer needed for the purchase of letter head and business cards.
03/18/14	40852	$ 4,000.00	Pct. 4 Rd. Maint.	Funds needed for the purchase of SS-1 (oil used on construction of road) to prevent work stoppage on the Alberta and Canton Rd. project.
03/18/14	40879	$ 336.79	139th DC	Transfer needed into object code 611 because the bailiff received a short notice that he is scheduled to attend the Police Academy at the Sheriff's department on March 31, 2014. Ammunition needs to be purchased before the training. Transfer needed into object code 780 to increase the PO for the Xerox copier machine and be able to process payments.
03/21/14	B4001	$ 28,580.40	Pct. 1 Sanitation	Transfer needed to process a 2013 invoice from the City of Edinburg.
03/21/14	40881	$ 700.00	Constable Pct.4	Funds needed to replace 2 tires on unit that responds to calls in the ranch lands and had a blow out on 03-20-14.
03/25/14	40914	$ 3,093.00	Facilities Mgmt.	Transfer needed to fund Constable Pct. 1 Builder's Risk Insurance & to install gutter and down spouts to Front Entry Porch of building (C.O. #4)
03/25/14	40962	$ 14,165.33	Various Dept.	To fund anticipated telephone expenditures as projected by the IT Dept.
03/25/14	40963	$ 3,828.00	IT. Co. Wide	To fund anticipated telephone expenditures as projected by the IT Dept.
03/25/14	40964	$ 3,853.60	Health Clinics	To fund anticipated telephone expenditures as projected by the IT Dept.
03/25/14	40997	$ 26,116.70	Constable Pct. 1	Transfer needed to cover Change order #4 &5 for Contractor Holchemont for the New Constable Pct. 1 installation of parking lot light poles and installation of transformer for parking lot lights.
03/26/14	B4002	$ 11,328.00	Juv. Prob	To fund December 2013 invoice from Southwest Key Programs
	40960	$ 3,535.00	Sheriff	Transfer needed to increase PO# 695232.
03/27/14	40990	$ 584.00	DBM-Budget Div	Funds needed for the purchase of a Shortel IP Phone for the DBM Conference room.
03/27/14	B4003	$ 23,189.53	Various Dept*	To fund deficit balances (Public Defense-Legal Services & Pct1 Sanitation-Disposal).
03/28/14	41003	$ 667.00	Transfers Out	Transfer needed to fund Preparedness and Prevention Community Preparedness Section/Bioterrorism grant local match amendment.
03/28/14	41025	$ 2,474.55	Co Wide Adm*	To fund outstanding invoices for 2013.

Hidalgo County Non-Agenda Transfers from January through December 2014

Date	JE #	Amount	Department	Reason
04/03/14	41098	$ 480.00	1115 Waiver DSRIP	To fund longevity pay for eligible (longevity) employee who was promoted to Coordinator position in the 1115 Waiver DSRIP program.
04/03/14	41099	$ 78.00	Pct. 1 Sanitation	Transfer needed to process AI-43771, approved through CC on 04/2/2014. JE-41036 was posted, therefore object code 583 has insufficient funds.
04/03/14	41100	$ 70.00	Info Tech Dept.	To fund negative account for IT copy machine.
04/03/14	41101	$ 14,748.00	WIC Department	Transfer needed to cover various telephone invoices
04/04/14	41109	$ 1,535.00	Pct. 4	Transfer needed to process payment on Halff Associates, Inc. invoice for Pct. 4 Beautification Project.
04/04/14	41108	$ 50,000.00	Co. Wide Adm.	Transfer needed to fund anticipated expenditures.
04/04/14	41118	$ 1,500.00	Facilities Mgmt.	Transfer needed to cover PO increase for Valley Outdoor Power in order for the vendor to proceed with work on tractor, as well as open a PO for vacuum repairs from A-OK.
04/08/14	41169	$ 500.00	Indigent Defense	Transfer needed for meeting with task force on Indigent Defense for the development of Capital Murder Public Defenders Office to be held on April 14, 2014.
04/09/14	41183	$ 3,154.20	Facilities Mgmt.	To fund pending invoice for AL3 Enterprises, LLC DBA Starr Telecom for IT related equipment (Disallowed expenditures through CO funds.)
04/09/14	41182	$ 1.00	Transfers Out	Transfer needed to allocate funds in the correct fiscal year that was not previously included in JE-40099.
04/15/14	41270	$ 1,704.66	Constable Pct. 1	To fund pending invoices and anticipated telephone expenditures (Verizon analog line
04/15/14	41271	$ 187,000.00	Co. Wide Adm.	Transfer needed to fund County wide PC's that need to be replaced or upgraded due to the "End of Life" for the Windows XP operating system. Computers that are not upgraded will be more vulnerable to hacking. The support for Windows expired 04/08/2014. The County currently has a total of 295 computers that need to be replaced and 208 that the software needs to be upgraded.
04/15/14	41272	$ 187,000.00	Co. Wide Adm.	Transfer needed to fund County wide PC's that need to be replaced or upgraded due to the "End of Life" for the Windows XP operating system. Computers that are not upgraded will be more vulnerable to hacking. The support for Windows expired 04/08/2014. The County currently has a total of 295 computers that need to be replaced and 208 that the software needs to be upgraded.
04/16/14	41273	$ 652.84	Facilities Mgmt.	Transfer needed to cover expense of 2 Voltage Detectors at $309.30 each, to repair A/C unit that's down at Health Department.
04/17/14	41286	$ 500.00	Pct. 1 Parks	Transfer needed for CPL invoice recovery fees as well as to fund anticipated expenditures.
04/17/14	41294	$ 187,000.00	IT Countywide	To allocate funds in the correct account (Ref: JE-41272) to fund County wide PC's that need to be replaced or upgraded due to the "End of Life" for the Windows XP operating system. Computers that are not upgraded will be more vulnerable to hacking. The support for Windows expired 04/08/2014. The County currently has a total of 295 computers that need to be replaced and 208 that the software needs to be upgraded.
04/22/14	41355	$ 36,050.00	Co. Judges	Transfer needed to move monies to fund full time position. (Ref. AI# 42914).

Hidalgo County Non-Agenda Transfers from January through December 2014

Date	JE #	Amount	Department	Reason
04/22/14	41354	$ 159,915.80	IT Countywide	Transfer needed to properly allocate the funds for County Wide PC's that need to be replaced or upgraded due to the "End of Life" for the Windows XP operating system. Computers that are not upgraded will be more vulnerable to viruses and hacking. The support for Windows expired 04/08/2014.
04/24/14	36885	$ 31,216.08	COPS Universal Hiring 13	Transfer needed to clear negative balances at Year End.
04/24/14	41369	$ 2,000.00	Constable Pct. 4	To fund account so that four units, two of which are parked, can be repaired. Unit 414- replace bumper and a paint job, Unit 419- replace brakes and rotors, Unit 413- replace breaks and fuel rail sensor and repair rotors & Unit 403- replace window motor.
04/24/14	41370	$ 2,784.16	IT Countywide	Transfer needed to properly allocate the funds for County Wide PC's that need to be replaced or upgraded due to the "End of Life" for the Windows XP operating system. Computers that are not upgraded will be more vulnerable to viruses and hacking. The support for Windows expired 04/08/2014.
04/24/14	41371	$ 51,572.06	Pct. 1 Parks	Transfer needed for the purchase of playground equipment at Delta Lake Park and Monte Alto Park before the prices increase after the end of the winter sale on April 25, 2014.
04/24/14	4005	$ 26,050.00	FD	Transfer needed to pay pending obligations for fire calls in 2013
04/24/14	41414	$ 0.44	IT Countywide	Transfer needed for additional funds that was not previously included in JE-41370.

Hidalgo County Non-Agenda Transfers from January through December 2014

Date	JE #	Amount	Department	Reason
04/28/14	4007	$ 9,133.90	Pct. 3 Rd Maint.	To fund negative accounts.
04/28/14	4006	$ 140,381.82	Pct. 4	To fund negative accounts.
04/28/14	41451	$ 2,000.00	Master Court	Funds needed for reading of paternity for child support case for deaf mute clients.
04/28/14	41453	$ 10,000.00	Facilities Mgmt.	Transfer needed to cover expenditure of a circuit board for A/C unit at New Admin. Bldg and future expenses.
04/28/14	41454	$ 55,442.62	Various Departments	To fund pending invoices for Visiting Judges account, building expenditures not allowable by the certificate of obligations fund and environmental cleaning services for Constable Pct. 1
04/28/14	41452	$ 50,000.00	Co. Wide Adm.	Transfer needed to fund anticipated expenditures.
04/29/14	41513	$ 1,243.13	Co. Clerk	To fund travel to the 2014 GCAT Conference in Montgomery, TX on May 12-16, 2014.
04/30/14	4009	$ 169.42	Pct. 3 (TxDOT) 1315	To unappropriate for expenditures and estimate revenues for FM681 (TxDOT project), due to CK#14668 was voided on 12/27/2013 and not reissued.
04/30/14	41516	$ 17,296.00	Constable Pct. 1	Transfer needed to fund correct accounts (JE-41454) building expenditures not allowable by the certificate of obligations fund
04/30/14	41539	$ 21,886.60	IT Countywide	Transfer needed to fund correct obj code for upgrading existing operating systems licenses and to resolve IT security issue.
05/02/14	41563	$ 677.40	TXDOT- FM1924 PH1	Emergency interfund transfer from Pct. 3 Rd Maint. (1200) to TXDOT Projects (1315) to fund L & G Consulting Engineers, Inc. expenditures. (Re: PO# 685259)
05/02/14	41562	$ 677.40	Cert of Oblig, 2002	Emergency interfund transfer from TXDOT Projects (1315) to Cert of Obligation, 2002 (1332) to fund Old Adm Building expenditures.
05/02/14	41566	$ 933.54	TXDOT-"I" Road - ROW	Emergency interfund transfer from Pct. 2 Rd. Maint. (1200) to TXDOT Projects (1315) to fund right of way expenditures.
05/02/14	41565	$ 20,724.38	Cert of Oblig, 2004	Emergency Interdepartmental transfer to fund Old Adm. Building renovation expenditures.
05/02/14	41564	$ 933.54	Cert of Oblig, 2004	Emergency interfund transfer from TXDOT Projects (1315) to Cert of Obligation, 2002 (1332) to fund Old Adm Building expenditures.
05/05/14	41569	$ 2,930.44	Fire Marshal	Transfer needed to fund proper object codes. The department was initially advised by the Auditor's Office to create a requisition under one object code, which the department then created a LIT which went to CC on 02/11/2014(AI-40293) and was approved. The department has now been asked to use 3 different object codes; transfer is needed to make change on the requisition.
05/06/14	B-4010	$ 42,290.50	Pct4 Lift Station	Emergency Interdepartmental transfer to fund Pct. 4 Lift station project expenditures.
05/07/14	41632	$ 4,024.11	Co. Auditors	To cover negative balance in object code 747 and to fund Auditware license renewal.
05/07/14	41634	$ 19,000.00	Pct. 3 Sanitation	Funds needed to process a requisition for Rush Truck Center to repair equipment for unit #183.
05/07/14	41633	$ 19,000.00	Co. Wide Adm	Transfer needed to fund anticipated expenditures.
05/08/14	41688	$ 489.69	139th DC	Transfer needed to fund purchase of LED TV and Wall Mount for Jury Room in Capital Murder Trial beginning in three weeks.
05/09/14	41693	$ 20,511.00	Pct 2	To fund expenditures for access control & security camera installation throughout Pct. 2 multipurpose complex.

Hidalgo County Non-Agenda Transfers from January through December 2014

Date	JE #	Amount	Department	Reason
05/09/14	41694	$ 997.50	TX Agrilife Ext.	Interpreter Services needed for a Child Care Providers Conference to be held 05/10/2014 and 05/14/2014.
05/09/14	B4017	$ 6,653.12	Fire Marshal's & Sheriffs Office	To fund deficit balances.
05/09/14	B4016	$ 30,000.00	Headstart W/C	Transfer needed to cover deficit balance
05/09/14	B4014	$ 0.32	Workers Comp.	Transfer needed to cover deficit balance
05/09/14	41704	$ 250.00	CCL 6	Transfer needed to pay invoice to Mountain Glacier.
05/09/14	B4015	$ 227,074.80	County Judges	Transfer needed to cover the current deficit balance/ To place funds in correct object code.
05/13/14	41722	$ 110,000.00	Grand Jury	Transfer needed to allocate funds in the appropriate account to cover expenses of the elections fraud investigator.
05/16/14	41773	$ 100,000.00	Co. Wide Adm.	Transfer needed to fund anticipated expenditures.
05/19/14	41783	$ 45.00	Pct. 1 Adm	Transfer needed to process a requisition for purchase of the control board in the A/C unit in the Pct. 1 IT room. The A/C temperature for the computer room needs to be kept at a minimum in order to keep computer equipment functioning properly.
05/19/14	41782	$ 520.00	Executive Office	Transfer needed for the purchase of a new refrigerator.
05/20/14	41863	$ 250.00	CCL #6	Transfer needed to purchase foam cups for the Jurors.
05/20/14	41862	$ 2,771.34	Pct. 1 CO's	Interfund transfer Certificate of Obligations 2006 Fund 1336, program#049 to TxDot-Mile 2W
05/21/14	41864	$ 5,250.00	DBM	Transfer needed to open purchase orders for materials needed to construct the Budget Lobby.
05/21/14	41871	$ 1,300.00	Safety	Funds needed to process a requisition that is needed to provide training to County Offices/Departments.
05/27/14	41927	$ 12,760.00	Pct. 1 Rd Maint	Funds needed to repair Joe Stephens Ave which was damaged during the construction of the new Pct. 1 Constable Bldg.
05/27/14	41928	$ 22,232.82	Visiting Judges	To cover current deficit in salary, related fringe benefit and court cost & investigation expenditures of Visiting Judges
05/28/14	42000	$ 671.44	Facilities Mgmt.	Transfer needed to cover INV # 12071901 for Holchemont for Builders Risk Insurance.
05/28/14	41998	$ 11,539.00	Pct. 1 Rd Maint	Transfer needed to move monies to the correct obj. code (Ref. AI# 44596).
05/28/14	41999	$ 11,539.00	Pct. 1 Sanitation	Transfer needed to move monies to the correct obj. code (Ref. AI# 44596).
05/28/14	4027	$ 7,344.46	Capital Leases (R&B)	To fund negative account. (Auditor's reclassified expenditures)
05/28/14	4026	$ 10,737.39	Pct. 2	To fund negative account. (Auditor's reclassified expenditures)
05/28/14	4025	$ 9,207.00	Pct. 4	To fund negative account. (Auditor's reclassified expenditures)
05/29/14	42001	$ 350.00	DBM-Health Ins. Adm	To Fund anticipated telephone expenses.
05/29/14	42002	$ 11,513.67	Human Services	To Reverse salaries weep entry (1115 Waiver UC portion Only) Approved by Court on 04-29-2014. REF: CC Consent AI- 44157/ 10.A.
05/30/14	42037	$ 125.06	Facilities Mgmt.	Transfer needed to pay Holchemont Invoice #12071901 for Builder's Risk Insurance.
06/02/14	42049	$ 104,978.26	Pct. 3 US83/LaJoya Relief RT	Emergency Interdepartmental Transfer to fund Pct 3 US 83 La Joya Relief Route unanticipated expenditures.

Hidalgo County Non-Agenda Transfers from January through December 2014

Date	JE #	Amount	Department	Reason
06/02/14	42045	$ 98,302.65	Pct. 4	Transfer needed to fund a portion Linn San Manuel EMS Facility. Refer to AI-44804 CC 06/03/2014.
06/02/14	42047	$ 215,060.00	Pct. 3	Transferring funds from 1339 CO's to substitute for funds from 1342 to be transferred out to be used in another project.
06/02/14	42048	$ 215,060.00	Pct. 4 FM1925(Kenyon-FM907)	Emergency interfund transfer from TXDOT Projects (1315) to Cert of Obligation, 2010 A&B (1342 to fund Pct 4 FM1925 (Kenyon-FM907)expenditures.
06/02/14	42046	$ 268,044.19	Pct. 4	Transfer needed to fund a portion Linn San Manuel EMS Facility. Refer to AI-44804 CC 06/03/2014.
06/03/14	42050	$ 6,007.60	WIC	Transfer needed to cover cost of amendment to Jose E Ramirez Lease of office space agreement. Ref: CC 06/03/2014 AI 44803/ 16.G.1.
06/05/14	42111	$ 1,000.00	DBM	Transfer needed to cover quote from Matts Building Materials for the Budget Lobby Renovation.
06/05/14	42113	$ 317.04	1115 Waiver DSRIP	ET to fund the license for Microsoft Office software installed last year(2013); however the vendor failed to invoice for the installation. A PO was originally created for this purchase in 2013; however the PO was rolled over and was liquidated at the request of the Auditor's Office. This transfer is needed to create a new PO to pay for the Microsoft Office software initially installed last year in order to receive a tag no from the Purchasing Dept.
06/05/14	42112	$ 2,728.45	Constable Pct. 4	To transfer funds for purchase of tires
06/06/14	42158	$ 119,863.10	Pct. 4	Transfer needed in order reclassify PO#684964 from (1342) fund to (1303) fund in order make available funding to transfer to (1301) Capital Outlay for the Linn San Manuel EMS Facility.
06/06/14	42189	$ 119,863.10	Pct. 4	Transfer of monies from (1342) fund to (1301) Capital Outlay fund for Linn San Manuel EMS Facility - Construction. This pending PO#684964.
06/06/14	42190	$ 1,300.00	Constable Pct. 4	To fund cost of repairs for the following: Unit 414- Vehicle involved in accident on 06-02-14; and unit 402- AC repairs.
06/10/14	42210	$ 12.05	Constable Pct. 1	To fund late fees for Verizon Southwest telephone invoices.

Hidalgo County Non-Agenda Transfers from January through December 2014

Date	JE #	Amount	Department	Reason
06/13/14	42259	$ 127,564.52	Pct 3	To fund Pct 3 salary accounts still year end (except Drainage Improv. Proj - Reg F/T Employees)
06/16/14	42283	$ 24,844.85	Pct2 ICA SJ-Eldora & Sgt Trevino	To increase PO#706353 to process change order #2 CC 6/17/14 AI#44922 for Pct 2 Eldora & Sgt Trevino Rd Project.
06/17/14	42305	$ 16,000.00	Pct3 Rd Maint	Repair equipment needed for daily operation.
06/17/14	42373	$ 1,109.88	Public Defender	To fund account so requisitions pending can be entered.
06/17/14	42374	$ 926.11	Pct. 1 Sanitation	To fund account so requisitions pending can be entered.
06/17/14	42375	$ 2,663.20	Pct. 1 Parks	To fund account so requisitions pending can be entered.
06/17/14	42376	$ 2,000.00	Planning Dept	To fund account so requisitions pending can be entered.
06/17/14	42377	$ 13,645.00	Pct. 1 Sanitation	To fund account to alleviate shortage based on historical expenditures.
06/17/14	42378	$ 10,000.00	Constable Pct. 2	To fund account to alleviate shortage based on historical expenditures.
06/18/14	42380	$ 858.15	Pct. 1 Sanitation	To repair Unit #S-004 to prevent work stoppage
06/19/14	42407	$ 1,000.00	93rd District Court	To cover lunch for jury.
06/20/14	42419	$ 100.00	Crime Auxiliary Court	To fund increase in PO and to cover 2 additional months
06/25/14	42462	$ 1,813.36	JP 4 Pl 2	To purchase sign for exterior of building and for the wooden floor in JP Jasso's office.
06/25/14	42463	$ 796.50	Facilities Mgmt.	Transfer needed to cover INV # 12071901 for Holchemont for Builders Risk Insurance.
06/26/14	42469	$ 15,000.00	Constable Pct. 3	To fund account so out of commission unit can be repaired; no spare vehicle is available
06/26/14	42467	$ 200,000.00	Co. Wide Adm	To fund pending obligations
06/26/14	42470	$ 20,000.00	Co. Wide Adm	To fund account for invoices from Valley Metro Security Services.
06/26/14	42468	$ 11,500.00	Juv Det HM	To fund account for May Reliant invoice
06/27/14	42494	$ 52,000.00	Human Services	To fund account for network Sciences invoice for third and fourth quarter
06/27/14	42495	$ 36,859.53	Tax Office	To fund account for Appraisal & Collection Technologies contract for the 3rd & 4th quarter & fund deficit postage account.
06/30/14	42548	$ 110.00	Emergency Mgmt.	To fund account for Deputy EMC Casas NFPA 1041 Fire Instructor course to maintain his required license.
06/30/14	42549	$ 100,000.00	Co. Wide Adm.	To fund account for pending obligations.
06/30/14	42550	$ 170,000.00	Juv. Prob	To fund account for May Juvenile Probation room and board invoice.
07/01/14	42568	$ 69,529.00	Pct. 4	To fund Pct 4 salary accounts till year end (except Drainage Improv. Proj. - Reg F/T Employees).
07/01/14	42567	$ 75.00	Pct 3 Rd Maint	To cover cost of permit fee. Permit is needed in order to relocate office from the Drainage Dept. to Pct. 3 Motorpool.
07/03/14	42619	$ 47,000.00	Health Clinics	To fund telephone expenditures due to a non-recurring charge from Time Warner Cable for the fiber circuits that will replace the AT&T T1 lines for the clinics. Furthermore, additional monies were needed to cover projected expenses till year end.
07/03/14	42618	$ 528.00	Pct. 1 Parks	Transfer needed for portable restrooms at the Delta Lake Park. The lift pumps burned out and the restrooms are not working so portable restrooms are needed while they are fixed. Due to this weekend being a holiday weekend we are requesting an emergency transfer.
07/07/14	42621	$ 668.07	Pct. 1 Sanitation	Transfer needed for water pump and belt to be replaced on Unit S-004 Mack Rolloff Truck, water is leaking and belt is torn. Truck is needed since the collection sites are getting to capacity on trash.

Hidalgo County Non-Agenda Transfers from January through December 2014

Date	JE #	Amount	Department	Reason
07/07/14	42620	$ 29,568.80	Co. Wide Adm.	Transfer needed to fund postage expenditures for the County Clerk's Office.

Hidalgo County Non-Agenda Transfers from January through December 2014

Date	JE #	Amount	Department	Reason
07/07/14	42655	$ 30.00	Public Defenders	Transfer needed to cover JE # 42428 which was done to reclassify an expenditure in the amount of 30.00 from the Juvenile Section grant to general fund. Payment in the amount of 80.00 was made to UHLC/CCLP (check run could not be processed, therefore employee # 142328 was unable to attend the conference. Hidalgo County received only a $50.00 reimbursement from UHLC/CCLP (receipt #176055 dated 06/06/2014). Transfer is also needed to cover deficit which resulted from the posting of the JE entry.
07/07/14	42654	$ 29,000.00	Co. Clerks	Transfer needed to cover current deficit and year end postage expenditures.
07/09/14	142768	$ 72,000.00	General Litigation	To fund accounts for settlements approved by court and future settlements.
07/09/14	142767	$ 2,148.50	Facilities Mgmt.	Transfer needed to cover estimate #4410 from AL3 & emergency PO needed for the purchase of a gas detector.
07/09/14	142766	$ 3,670.61	Health Department	Due to recent discrepancies in the IT Billing for Shoretel lines as identified by the Health Department between the Health Admin and Health Clinics accounts, the excess funding from Health Admin is being transferred to cover the shortage in Health Clinics for AT&T Local.
07/10/14		$ 2,822.70	Co. Wide Adm	Transfer needed to fund pending obligation.
07/10/14	142781	$ 0.01	Ref Bonds 2014A	To fund invoice from Bank of New York Mellon interest payment for Ref Bond 2014A.
07/10/14	142780	$ 1,620.00	DBM	Transfer is needed to fund out of county travel expenditures for Rolando Garcia & Glinda Pacheco attending the Construction Project Management Course in Austin, TX on July 29-30, 2014
07/10/14	142782	$ 2,822.70	Co. wide Adm.	Transfer needed to fund pending obligations.
07/14/14	142788	$ 3,500.00	Fire Marshals Office	Transfer needed for repairs to department vehicle and needed back in service ASAP
07/15/14	142790	$ 1,390.00	Facilities Mgmt.	Transfer needed to cover Estimate #4410 from AL3 for a fire suppression system @ the Constable Pct. 1 Building.
07/16/14	142834	$ 102.91	Pct. 1 Adm	To fund Pct. 1 salary accounts till year end.
07/16/14	142835	$ 1,567.47	Pct. 1 Rd Maint	To fund Pct. 1 salary accounts till year end.
07/16/14	142836	$ 26.68	CW Mech Shop	To fund CW Mech Shop salary accounts till year end
07/16/14	142837	$ 107.36	Pct. 2 Adm	To fund Pct. 2 salary accounts till year end.
07/16/14	142838	$ 228.57	Pct. 2 Rd Maint.	To fund Pct. 2 salary accounts till year end.
07/16/14	142839	$ 731.80	Pct. 3 Rd Maint.	To fund Pct. 3 salary accounts till year end.
07/16/14	142840	$ 437.55	Pct. 3	To fund Pct. 3 salary accounts till year end.
07/16/14	142841	$ 50.00	DBM	Transfer is needed to pay for out of County travel Expenditures.
07/17/14	142890	$ 130.00	Pct. 2 Parks	Transfer is needed for the removal of a bee hive by an exterminator at Las Milpas Park that is a danger to park visitors.
07/21/14	142895	$ 2,515.14	CO 2006 Const Pct. 1	Intradepartmental transfer needed to cover the 3rd amendment to Alcocer's contract for the Constable Pct. 1 Building
07/22/14	142905	$ 1,675.00	Co. Auditors	To purchase 2 software licenses in order to prevent a work-stoppage situation related to auditing of the Tax Office. The Purchasing Agent's designee, Darlene Betancourt , approved this purchase.
07/22/14	142904	$ 16,441.30	Pct. 1 Sanitation	Transfer needed to fund account for 2 invoices form Arguindegui Oil Co. for the purchase of metal that is needed to fix the trash containers and supplies to fix fence which has been broken into at the Donna Collection Site.

Hidalgo County Non-Agenda Transfers from January through December 2014

Date	JE #	Amount	Department	Reason
07/23/14	142988	$ 5,000.00	Pct. 2 Rd Maint.	For the rental of a generator to avoid work stoppage at pct. 2 equipment & maintenance facility project site.
07/23/14	142987	$ 50,000.00	Facilities Mgmt.	Transfer needed for purchase of compressor at Old Administration Building where the working compressor is currently working at 25% capacity.
07/24/14	142989	$ 300.00	449th District Court	Transfer needed to cover repair services for air conditioner in the court room and judge's chambers.
07/24/14	142990	$ 14,260.50	Operation Stonegarden	For reallocation of funds within grant.
07/28/14	143001	$ 122,445.00	Pct. 4 (TxDot-FM 2220 Ware Road)	To fund supplemental agreement No.1 to WA#1 for FM 2220 Ware Road TxDot project. (Refer to AI-45713-07-29-14)
07/31/14	143043	$ 31,193.60	Pct. 4 Sanitation	Transfer needed to fund account so that pending invoices can be paid
07/31/14	143044	$ 6,753.20	Co Wide Adm	To transfer lapsed salaries (supplemental pay).
07/31/14	143045	$ 5,145.27	TX Agrilife Ext.	Transfer needed to cover travel expenditures for employees Barbara Storz, Brad Cowan, and Andrea Valdez for several conferences from August to December 2014
07/31/14	143074	$ 2,231.00	Constable Pct. 4	Transfer needed to cover various anticipated expenses as follows: (a) Vehicle repairs-Ivan's Automotive, Quote #673157(b)Info & Credit Services- Lexis Nexis September through Dec. expenditures © Court Costs & Investigations- Citations from DA's Office (Case #'s 14-0528-1042/C-5941-14-E)
08/01/14	143075	$ 1,344.25	Human Resources	Transfer needed to fund purchase of employee name badges
08/06/14	143142	$ 86,900.00	Pct. 4 (TXDot)	Transfer needed to complete funding from (AI-45314) TxDOT AFA for North Alamo Road project, which was approved subject to funding.
08/06/14	143143	$ 299.00	Pct 1 Adm.	Transfer needed to pay for City of Weslaco July invoice.
08/07/14	143177	$ 774.20	93rd District Court	Transfer needed to cover current negative balance in the amount of $307.73 and to cover pending JE entry(for Alexandra Pena, advance for out of town travel to San Marcos) in the amount of $466.47. Total expenditures $774.20.
08/07/14	143178	$ 8,250.00	Public Affairs	For publishing of the County Connections Newsletter in the Monitor until year end.
08/07/14	143179	$ 10,369.00	Co. Wide Adm	Reversing transfer of funds. Monies were not utilized. Expenditures were charged to the JP Tech Fund.
08/07/14	143180	$ 25,613.71	Pct. 4 Rd. Maint.	Transfer needed to cover current and pending fuel expenditures.
08/08/14	143191	$ 4,524.01	Pct. 4 Sanitation	Transfer needed for expenditures.
08/11/14	143220	$ 12,567.73	WIC Department	Transfer needed to cover the calendar year 2013, 3rd Quarter, Unemployment Deficit. Cost considered ineligible costs and are not allowed to be charged to current grant.
08/11/14	143221	$ 17,572.32	Sheriff	To transfer monies for July fuel invoices
08/11/14	143222	$ 219,946.00	Various Departments	To transfer monies for June room & board invoices and July fuel invoices.
08/11/14	143223	$ 232,514.18	Various Dept. / Co Wide Admin Cont.	Transfer needed to seep lapsed funds from salaries (Longevity pay, Supplemental pay, Auto Allowance and Clothing Allowance.
08/11/14	143320	$ 49,207.32	Pct. 4 Emergency Srvc-Linn- San Manuel	emergency interfund transfer from R&B (1200) to Capital Outlay (1301) to fund Pct. 4 Emergency Service Linn San Manuel expenditures to cover (AI-45918) for L& G Engineering. Full funding will be available in Pct. 4 -Other account once (AI-45860) has been approved in CC on 08/12/2014
08/11/14	143225	$ 425.00	JP 1 Pl 1	Intradepartmental transfer needed for the purchase of material for the small remodilation being done in the facility.
08/12/14	143252	$ 400.00	DBM	Transfer is needed to purchase a computer for our reception area.

Hidalgo County Non-Agenda Transfers from January through December 2014

Date	JE #	Amount	Department	Reason
08/13/14	143328	$ 750.00	CCL 6	Funds needed to pay for Bond and license invoices and painting supplies.
08/13/14	143329	$ 5.00	Parks Pct. 2	To fund expenditures additional monies were needed to cover projected expenses till year end for the DIR-Long Distance. (Currently pending payment of invoice #14060843N)
08/13/14	143330	$ 671.00	Pct. 4 Rd. Maint.	To fund pending invoice for electricity (one month)
08/13/14	143331	$ 733.79	Pct.1 Adm.	To fund year end expenditures in Life Insurance and Unemployment Comp.
08/13/14	143332	$ 6,000.00	Co. Wide Adm	To enter into a yearly enterprise agreement for Windows server software that will help to maintain software at the most current and secure level.
08/13/14	143333	$ 6,000.00	IT Countywide	To enter into a yearly enterprise agreement for Windows server software that will help to maintain software at the most current and secure level.
08/13/14	143334	$ 33,000.00	IT Countywide	To enter into a yearly enterprise agreement for Windows server software that will help to maintain software at the most current and secure level.
08/13/14	143335	$ 17,148.45	Pct. 1 Rd Maint	To fund anticipated expenditures under Pct. 1 Road Maint Dept.
08/13/14	143336	$ 44,678.60	Pct. 1 Rd Maint	To fund anticipated expenditures under Pct. 1 Road Maint Dept. and year end expenditure in Unemployment Comp.
08/14/14	143337	$ 25,587.62	Public Defense	Partial replenishment of transfer done on 05/27/2014 in the amount of $729,939.57 into 1115 Waiver UC-Aid to Nongovt.
08/14/14	143390	$ 120.00	Workers Comp.	Transfer is needed to purchase a camera for claim investigations use.
08/15/14	143391	$ 2,915.00	Pct. 4 Restitution-1124 M Rd.	To fund completion of Restitution Project (HV AC needs and completion of bldg renovation needed to move into building)
08/15/14	143392	$ 19,139.33	Pct. 4 Rd. Maint.	To fund expenditures needed for completion of project (Restitution Center)
08/15/14	143395	$ 121,977.40	Co. Wide (R&B)	To fund anticipated fuel expenditures for all precincts.
08/15/14	143393	$ 1,292.12	Pct 1 Sanitation	To fund invoice for pest control, purchase insulating foam for Sanitation Bldg, straps to secure roll off container, crank position sensor for unit S-051 and reface signs.
08/15/14	143394	$ 3,000.00	Indigent Defense	Transfer needed for registration and travel expenditures for TACA conference.
08/18/14	143400	$ 30.00	CCL # 8	Transfer needed to run some conduit under the floor for audio equipment being installed in the courtroom.
08/18/14	143401	$ 200.00	Pct. 1 Rd Maint	For A/C Condenser Motor for the R&B bldg at the Pct. 1 yard.
08/19/14	143405	$ 21,644.00	Tax Office	Transfer needed for Pitney Bowes invoice for folder inserter and RT Lawrence invoice for Opex.
08/19/14	143406	$ 18,077.00	Co. Wide Adm.	To fund account for pending invoices from Valley Metro Security Services. June/July 2014 Invoices.
08/19/14	143404	$ 90,000.00	Public Defense	Partial replenishment of transfer done on 05/27/2014 in the amount of $729,939.57 into 1115 Waiver UC-Aid to Nongovt.
08/19/14	143403	$ 45,000.00	Crim DA	Due to the 3% budget reduction for the year 2014, monies are being allocated to alleviate the shortage based on historical expenditures
08/18/14	143402	$ 222,062.13	Co. Wide Adm. -Contingency	To sweep lapsed salaries & FICA fringe benefits from various departments to Co. Wide Adm.- Contingency account. Monies will be used to fund sanitation disposal expenditures for the Pcts. (divided evenly).
08/21/14	143448	$ 9,050.40	Stonegarden(TPWD)	To fund account for 2012 OPSG FY 15 grant so that reimbursement submissions may be submitted by the State's deadline.
08/21/14	143450	$ 201.19	Pct. 1 Parks	To pay for two invoices from North Alamo Water Supply
08/21/14	143451	$ 600.00	Executive Office	For County decals, running boards and tint for new unit; 2014 Ford F150 Supercrew

Hidalgo County Non-Agenda Transfers from January through December 2014

Date	JE #	Amount	Department	Reason
08/21/14	143452	$ 203,479.55	Various Depts/ Co. Wide Admin Cont.	Transfer needed to sweep lapsed funds from the salaries object code 113.
08/22/14	143456	$ 600.00	DA Civil Litigation	Transfer needed to cover longevity pay for emp# 180114. Amount has been prorated from May 26- Dec 31, 2014.
08/22/14	143454	$ 6,666.68	Const. Pct. 3 (Stop Truancy)	Transfer needed to fund the cash match per interlocal agreements with the La Joya, Mission and Sharyland school districts. Cash match was underbudgeted as per the information provided to DBM by the Auditor's Office during the 2014 Budget Process. The Budgeted amount in transfers out is $88,537.17 and the correct cash match amount is $95,203.84. Please reference AI# 46065 CC 08/25/2014.
08/26/14	143568	$ 113.65	Co. Auditors	Funds needed for the purchase of Symantec Antivirus Licenses renewal for 5 Dell laptops D610 used for Internal Auditors.
08/26/14	143569	$ 2,844.87	Pct. 1 Sanitation	Transfer needed to purchase electrical connectors for various units, restock on screws for the shop, clutch work for Unit #S-002, and a new computer for the front loader of Unit #S-009.
08/26/14	143570	$ 20,346.00	Pct.2 Owassa Rd Project	Transfer needed to fund 48% of the Pct. 2 Owassa Rd Project that is within the city limits of Pharr
08/26/14	143571	$ 24,654.00	Pct.2 Owassa Rd Project	Transfer needed to fund 48% of the Pct. 2 Owassa Rd Project that is within the city limits of Pharr
08/26/14	143572	$ 26,741.60	IT Countywide	To fund telephone expenditures for two months (June-July) due to non-recurring charge incurred associated with the 2013 installation of a dedicated internet circuit at the county courthouse (DIR-TWC)
08/26/14	143573	$ 500.00	Co. Judges	Transfer needed for the hotel stay for Judge Ramon Garcia and Roberto Villarreal.
08/27/14	143574	$ 1,265,000.00	Various Department	Transfer needed to replenish funds which were transferred out of Public Defense on 05/27/2014 into 1115 Waiver UC-Aid to Nongovt and on 06/04/2014 into Co. Wide Adm.-Contingency. Transfer needed to fund future expenditures for Juvenile Probation.
08/27/14	143575	$ 2,741.34	CC#1	Transfer needed to replace 3 laptops that are malfunctioning.
08/27/14	143586	$ 5,000.00	Pct. 3 Sanitation	Transfer needed for various trucks that need maintenance.
08/27/14	143585	$ 87,721.00	Various Dept.	Due to the 3% budget reduction for 2014 monies are being re-allocated to alleviate the shortage based on historical expenditures.
08/28/14	143576	$ 10,000.00	Pct. 3 Rd. Maint.	Transfer needed to fund daily operations and expected expenditures.
08/28/14	143579	$ 700.00	Facilities Mgmt.	Due to the 3% budget reduction for 2014 monies are being re-allocated to alleviate the shortage based on historical expenditures. Transfer needed to pay invoices for disposal for July/August 2014
08/28/14	143576	$ 10,000.00	Pct. 3 Rd Maint.	Transfer needed to fund daily operations and expected expenditures.
08/28/14	143577	$ 11,024.00	Tax Office	Funds needed for the Pitney Bowes lease agreement from September to December 2014.
08/28/14	143578	$ 26,388.00	Tax Office / Scofflaw Program	Funds needed for the RTL Support Service (OPEX), equipment rental(Printers) for RTS from 09/2014 to 09/2015 and construction of Pct. 3 Tax Office Substation for 3 new teller windows.
08/29/14	143584	$ 23,137.42	Const. Pct4 OPSG	Transfer needed to purchase equipment for two units. Requisition must be processed today in order to meet the grant deadline of 08/30/2014.
08/29/14	143667	$ 34,809.40	Tax Office	To fund purchase of a new vehicle for Tax Office.

Hidalgo County Non-Agenda Transfers from January through December 2014

Date	JE #	Amount	Department	Reason
08/29/14	143664	$ 64.95	CCL# 4	Funds needed to correct AI 46077 funds were transferred to the incorrect object code.
08/29/14	143665	$ 80,000.00	Co Wide Adm.	To transfer lapsed salaries.
08/29/14	143666	$ 4,750.32	Sheriff	Transfer needed to fund the purchase of data cards service for the patrol units.
09/02/14	143669	$ 5,350.00	Pct. 1 Rd Maint	To fund diagnosis of traffic light on Mile 15 North & Mile 4 West due to failures and the purchase of sand bags due to the rain expected later this week.
09/02/14	143668	$ 9,018.00	R&B Co. Wide Adm- Contingency	To sweep estimated lapsed salaries from BCAP into R&B Co. Wide Adm - Contingency.
09/03/14	143725	$ 500.00	Human Services	To fund advertising for the public hearing for the health care funding district.
09/04/14	143726	$ 252.63	Pct. 3 BCAP Randolph Barnett S	To fund road expenditures due to the maximum allowed cost per mile for project Randolph Barnett No. 1 Subdivision.
09/04/14	143727	$ 332.00	Facilities Mgmt.	To fund invoices for City of Edinburg, City of Elsa and City of San Juan.
09/05/14	143750	$ 1,300.00	Pct. 4 Rd. Maint.	To reclassify expenditures for PO 713010 as well as purchase misc. furniture needed for the Restitution Center.
09/05/14	143751	$ 14,369.99	Pct. 4 Restitution- 1124 M Rd.	To fund Pct. 4 Restitution Center expenditures(trenching, gate security for equipment, furniture needed for staff, misc. HVAC supplies to complete project)
09/05/14	143752	$ 1,100.00	Facilities Mgmt.	To fund invoices for City of Edinburg, City of Elsa and City of San Juan.
09/05/14	143753	$ 1,300.00	Visiting Judges	To fund several invoices for Judge Romeo M. Flores and Judge J Bonner Dorsey.
09/05/14	143754	$ 129,700.00	Court Reporter Services	To fund court costs & investigation expenditures (Court Reporter services)
09/09/14	143849	$ 2,000.00	Indigent Defense	Transfer needed for TACA Conference travel expenditures.
09/10/14	143863	$ 556.07	Health & Human Srv - TDH T.B. Elim.	Funds needed to cover incurred in-County mileage expenditure.
09/10/14	143858	$ 2,732.80	Pct. 4 CO 2010A&B	Transfer needed to cover Pct. 4 pending Invoices (Appraisals and Title report) for two projects (Sunflower Park/CRC and Brewster Park).
09/10/14	143859	$ 1,900.00	Pct. 1 Rd Maint	To transfer lapsed salaries to cover electricity expenditures.
09/10/14	143860	$ 10,100.82	Pct. 1 Rd Maint	To fund anticipated expenditures under Pct. 1 Rd Maint Dept.
09/10/14	143861	$ 5,500.00	HIDTA	To cover the salary expenditures in excess of 30% (as required by HIDTA TASK Force grant contract). Salaries are reclassified to Chapter 59 at end of each month. Deadline for the August 2014 Journal entry for the HIDTA Task Force is Friday 09-12-14.
09/10/14	143862	$ 800.00	Constable Pct. 3	To record the April 9,2014 Auction costs.
09/10/14	143864	$ 2,325.50	Constable Pct. 4	Funds needed for repairs on two units(Unit 402 & Unit 422) and for process service for Case No. C-6620-14-B.
09/11/14	143865	$ 18,000.00	Facilities Mgmt.	In order to cover outstanding electricity invoices from Reliant for the month of August.
09/11/14	143900	$ 15,000.00	Health Adm.	For the purchase of 300 cases (3,600 6oz. Cans) of OFF with Deet insect repellent to issue to department that have a labor force that work outdoors and will be exposed to mosquitoes that may carry the West-Nile virus.
09/11/14	143903	$ 13,823.52	Various Dept.	Transfer to cover Bank Fees for the month of August and to cover the current deficit.
09/12/14	143904	$ 7,131.78	Pct. 4 CO 2010A&B	Transfer needed and requested by Pct#4 (per Auditor's Office) into object code 452 in order to pay a Invoice approved on 08/25/2014 by CC (AI-46120- generator for Restitution Center).

Hidalgo County Non-Agenda Transfers from January through December 2014

Date	JE #	Amount	Department	Reason
09/12/14	143924	$ 3,395.00	Human Resources	Transfer needed to fund purchase of employee name badges
09/12/14	143925	$ 3,000.00	Pct. 2 Adm	To purchase concrete for the paving of the Pct.2 multi purpose complex parking lot . Potholes in parking lot are causing damage to visitors vehicles.
09/12/14	143938	$ 91,910.00	Pct. 4 (TxDot-N Alamo(FM1925-.5ML N))	Transfer needed to properly account for a off-system road expenditure instead of an on-system road expenditure-CSJ 0921-02-311 N Alamo Road project.
09/12/14	143937	$ 1,800.00	CCL # 6	Funds needed for Frank Fuentes & Ana Magallanes to attend the TACA(Texas Association for Court Adm.) Conference in San Antonio, TX.
09/17/14	143981	$ 2,100.00	Facilities Mgmt.	For payment of Reliant Energy invoice for the month of August that is due immediately.
09/17/14	143980	$ 7,200.00	Constable Pct. 3	For payment of US Bank National invoice for the month of August that is due immediately
09/17/14	143979	$ 300.00	449th District Court	Funds needed to pay for 2 pending invoices and purchase of water.
09/17/14	144013	$ 820.00	DBM	Funds needed for the purchase of a scanner and privacy screens for front lobby area.
09/17/14	144014	$ 444.72	DA's Office	To cover salary expenditures in excess of the approved state supplement budget. Temporary part time employees worked past their approved state supplement grant hrs. Excess will be reclassified to crime DA's general fund account at request of Auditor's office.
09/18/14	144015	$ 10,000.00	Jail	Due to the 3% budget reduction for 2014, monies are being allocated to alleviate the shortage based on historical expenditures.
09/18/14	144018	$ 934.40	Constable Pct. 1	For purchase of four new tires for Deputy patrol truck. Current tires are in poor condition with piece of missing tread and gashes.
09/18/14	144019	$ 7,500.00	DA's Office	Funds need for the purchase of 48 computer monitors.
09/18/14	144030	$ 14,493.95	TXDOT	For illumination project for the lights along the expressway for the remainder of the year and to pay two invoices from CPL that were received for the months of July and August.
09/18/14	144031	$ 12,530.21	Co. Clerk	For removal and replacement of floor that was damaged in the bathroom and for the assembly and disassembly of furniture.
09/18/14	144032	$ 3,500.00	IT Countywide	Emergency Interdepartmental transfer to fund DEMO scanning equipment that will be utilized for the Sanitation Permit Program.
09/19/14	144046	$ 750.00	Safety	Transfer needed for supplies and equipment.
09/19/14	144047	$ 3.21	DA's Office	To cover negative balance for closeout of state supplement FY14 Grant.
09/19/14	144045	$ 509,334.98	Co. Wide Admin. Contingency	Transfer needed to sweep LAPSED funds from the Health Insurance fringe benefit.
09/23/14	144132	$ 5,876.98	Pct. 2 Sanitation	Transfer needed for pending obligations and to fund account to year end.
09/23/14	144131	$ 91,924.91	Pct. 2 Sanitation	Transfer needed for pending obligations and to fund account to year end.
09/24/14	144135	$ 100.00	Planning Dept	Transfer needed for O'Reily's invoice for bulbs for tail light that are no longer working and additional supplies
09/24/14	144133	$ 17,615.67	Elections Dept.	Transfer needed for rental of Enterprise vehicles, advertising in The Monitor, copy, colored, ballot and laminating paper, ink, pens and provisional bags all for the upcoming November Election.
09/24/14	144134	$ 4,314.22	Constable Pct 4OPSG	Transfer needed for purchase of vehicle from Texas Facilities Commission so the requisition can be processed today to obtain the vehicle by next week before deadline by Purchasing for major purchases of the year.

Hidalgo County Non-Agenda Transfers from January through December 2014

Date	JE #	Amount	Department	Reason
09/24/14	144138	$ 1,977.39	Pct. 1 Adm	Transfer needed for battery backups for Pct. 1 Admin & Yard; current ones are not working.
09/24/14	144139	$ 774.60	Pct. 1 Parks	Transfer needed for blades to service grasshopper mower and security surveillance for Delta Lake Park office and shop.
09/24/14	144140	$ 3,779.15	Pct. 1 Rd Maint	Transfer needed for The Monitor invoice for advertising aggregate limestone, renewal of TATEMS software, traffic light repairs and electricity expenditures.
09/24/14	144141	$ 1,604.57	Pct. 1 Sanitation	Transfer needed for GCR invoice for services completed on dump truck that had flat tire in the middle of the road, inspection renewal sticker and welding to fix radiator leak on Unit S-004.
09/24/14	144136	$ 30,000.00	Juv Det	To transfer funds into correct Juvenile account from AI 46599 CC 09/23/2014
09/24/14	144137	$ 28,299.74	Jail	To fund August 2014 billing for housing HCSO inmates.
09/24/14	144155	$ 303,475.56	Jail	To fund August 2014 billing for housing HCSO inmates.
09/24/14	144143	$ 8,680.59	Pct. 3 Sanitation	Transfer needed for pending obligations and to fund account for October expenditures.
09/24/14	144142	$ 2,626.67	Pct. 3 Sanitation	Transfer needed for pending obligations and to fund account for October expenditures.
09/24/14	144144	$ 775.91	WIC Lac Center	Transfer needed for 2 baby infant scales for breastfeeding babies and 2 Ipads
09/25/14	144153	$ 2,000.00	Facilities Mgmt.	Transfer needed to fund several disposal invoices from City Edinburg due September 29th.
09/25/14	144154	$ 30,000.00	Co. Wide Adm.	Transfer needed for pending obligations.
09/25/14	144158	$ 57.00	92nd District Court	Transfer needed to fund fax machine expenditures.
09/25/14	144159	$ 8,500.00	Sheriff	Transfer needed for weapons and vests for employees.
09/25/14	144203	$ 92,709.74	Pct. 4	To fund Pct. 4 salary accounts till year end (except Drainage Improv. Proj. - Reg F/T Employees)
09/26/14	144201	$ 48,000.00	Co Wide Adm	Transfer needed for pending obligations.
09/26/14	144202	$ 67,522.64	Pct. 4 Adm.	Transfer needed for IT cabling and wiring in new building
09/26/14	144204	$ 3,602.19	Co. Wide Adm	Transfer needed to fund advertising expenditures for the Hospital District to comply with statue.
09/26/14	144200	$ 2,000.00	HIDTA - TABC	Transfer needed for reimbursement of overtime for TABC agent assigned to HIDTA & unanticipated expenditures.
09/26/14	144205	$ 200.00	HIDTA US Justice	Transfer needed to increase PO # 706886 and unanticipated expenditures
09/26/14	144211	$ 111,322.00	Sheriff	Transfer needed to reverse emergency transfer done on 09/24/2014
09/26/14	144212	$ 28,299.74	Jail	To reverse emergency transfer done on 09-24-2014
09/26/14	144213	$ 4,800.00	Arbitrage	Transfer needed to fund account for arbitrage Compliance Specialist invoice.
09/26/14	144221	$ 139,621.74	Jail	Transfer needed to fund accounts due to intra emergency transfers being reversed to fund August 2014 billing for housing HCSO inmates.
09/26/14	144222	$ 7,672.54	Auxiliary Crt.*	Transfer needed to fund account for invoice form Flooring Concepts.
09/26/14	144223	$ 5,796.50	Pct. 1 Sanitation	Transfer needed to Fund account for repairs to computer for susmic box bobcat front loader, Unit S-009, and for tires from GCR.
09/26/14	144224	$ 78,000.00	Co. Wide Adm.	Transfer needed to fund account for purchase of Swaget software to streamline commissioners court meetings live.
09/26/14	144225	$ 78,000.00	Executive Office	Transfer needed to fund account for purchase of Swaget software to streamline commissioners court meetings live.
09/26/14	144226	$ 584.00	Facilities Mgmt.	Transfer needed to cover the purchase of 3 new tractors for the yardmen.
09/26/14	144227	$ 100.00	Facilities Mgmt.	Transfer needed to fund electricity invoices due September 29.

Hidalgo County Non-Agenda Transfers from January through December 2014

Date	JE #	Amount	Department	Reason
09/26/14	144228	$ 139,621.74	Co. Wide Adm.	Transfer needed to fund accounts due to intra emergency transfers being reversed.
09/29/14	144214	$ 373.00	Pct. 1 Adm	Transfer needed to have sufficient funds to process AI-46690 (CC 09/30/2014) and to pay for a Microsoft Excel training for Employee #154512.
09/29/14	144215	$ 6,385.07	Constable Pct. 4	Transfer needed to fund account for TCLEDDS subscription renewal, repairs to Unit #418 body , invoice from Gateway Printing, new tires for units #419, 414 & 418, process service for three cases and several invoices for Laura Hinojosa, District Clerk.
09/29/14	144216	$ 550.00	Co. Clerk	For change order for VCT disposal and additional prep due to 2 layer commercial tile and carpet to be removed.
09/29/14	144217	$ 10,000.00	Facilities Mgmt.	For payment of invoices that are due October 10, 2014.
09/29/14	144218	$ 10,974.18	Pct. 4 Adm.-San Carlos CRC Sunflower	Transfer needed for media systems in new buildings.
09/29/14	144219	$ 13,000.00	WIC Adm	Transfer needed to cover encumbered cost for the telephone per request from IT Dept.
09/29/14	144220	$ 7,787.08	Pct. 4 Adm.-San Carlos CRC Sunflower	Transfer needed for IT cabling and wiring in new building.
09/30/14	144245	$ 2,205.00	DBM-Budget Div	Transfer needed for open PO for Countywide publications.
09/30/14	144246	$ 19,450.10	Pct. 4 Restitution-1124 M Rd.	Transfer needed for IT cabling and wiring in new building.
09/30/14	144247	$ 248.00	Pct. 1 Adm	Transfer needed to have sufficient funds to process AI-46690 (CC 09/30/2014)
09/30/14	144291	$ 9,038.00	Co. Wide Adm	Transfer needed for open PO for Countywide publications for Hospital District Ad.
09/30/14	144292	$ 396.00	Info Tech Dept.	Transfer needed for Texas Association of State Systems for computing & Communications conference on October 27-28, 2014
10/01/14	144307	$ 488.00	Pct. 1 Rd Maint	Transfer needed for windshield repair to Unit R-147 and inspection sticker for the following units: R-097, R-057, R-044, R-029, R-046, R-047, R-058, R-130 & R-136.
10/02/14	144344	$ 1,300.00	Facilities Mgmt.	Transfer needed to fund several disposal invoices.
10/02/14	144345	$ 160.00	Planning Dept	For fuel pump on Unit 83 so Inspector will be able to conduct business as usual.
10/02/14	144346	$ 5,394.89	Fire Marshals Office	Transfer needed for repairs to one of the newer Tahoes involved in a fleet accident over the weekend. Unit is used for investigations and fire inspections.
10/02/14	144348	$ 300.00	Pct. 2 CRC-San Juan	Transfer needed for attendance of seminar on October 5-6, 2014.
10/02/14	144349	$ 9,314.00	CO 2010A&B Constable Pct. 1	Emergency Interdepartmental transfer to transfer available funds to Constable Pct. 1 exp DEMO scanning equipment that will be utilized for the Sanitation Permit Program.
10/02/14	144366	$ 86,232.29	CO2010A&B Various Depts.	Emergency Interdepartmental Transfer to fund the reclassification of PO's for various projects.
10/03/14	144367	$ 1,200.00	Pct. 2 CRC- Alamo	Transfer needed to fund expenditures for Community Health Worker Certification to begin on October 7th.
10/03/14	144371	$ 138,258.81	CO2009 Various Depts.	Emergency Interdepartmental Transfer to fund the reclassification of PO's for various projects.
10/03/14	144368	$ 1,400.00	Pct. 4 Parks	Transfer needed for landscaping purposes (pesticides).
10/03/14	144369	$ 2,000.00	Pct. 4 Restitution-1124 M Rd.	Transfer needed for minor office equipment for M Rd. building.
10/03/14	144370	$ 16,691.99	Pct. 4 Restitution- 1124 M Rd.	Transfer needed for A/C unit for M Rd. building.

Hidalgo County Non-Agenda Transfers from January through December 2014

Date	JE #	Amount	Department	Reason
10/03/14	144372	$ 207,774.24	Co. Wide Adm.	To sweep lapsed salaries from various departments to the Co. Wide Adm. - Contingency account.
10/06/14	144417	$ 736.00	Fire Marshals Office	Transfer needed to purchase new tires. The Fire Marshal's county vehicle has a flat tire and is currently using a spare.
10/06/14	144412	$ 1,047.00	Pct. 1 Sanitation and Parks	Transfer needed to fund annual fire extinguisher inspections which are required in order to be in compliance.
10/06/14	144413	$ 200.00	Pct. 1 Adm	Transfer from Pct. 1 Rd Maintenance into Pct 1 Adm needed to cover 2 TATEMS Licenses for 3 computers.
10/06/14	144414	$ 184.00	Pct. 1 Adm	Transfer needed to fund annual fire extinguisher inspections which are required in order to be in compliance.
10/06/14	144415	$ 1,291.00	Pct 1 Rd Maint	Transfer needed to fund annual fire extinguisher inspections which are required in order to be in compliance.
10/06/14	144416	$ 217.00	Pct. 1 Adm	Transfer needed to cover 3 TATEMS Licenses for 3 computers.
10/08/14	144459	$ 3,500.00	449th District Court	Emergency intradepartmental transfer to fund current Court Costs and Investigation expenditures.
10/08/14	144460	$ 238,374.01	CO2006(Adm Bldg- 100 E Cano)	Emergency intradepartmental transfer to transfer available funds from various accounts to fund Administrative Building expenditures in order to expense out all CO2006 available funds.
10/08/14	144461	$ 172,958.38	CO2006(Adm Bldg- 100 E Cano)	Emergency interdepartmental Transfer to reverse the available funds from TXDOT projects to CO2006 (1336)to fund Adm Building expenditures in order to expense out all available CO2006 funds.
10/08/14	144462	$ 172,958.38	TXDOT Projects	Emergency Interdepartmental Transfer to transfer available funds in Pct. 3 Drainage Improvement(1339) to fund TXDOT projects that were funded from CO2006 in order to expense out all available funds.
10/09/14	144463	$ 25.00	449th	Emergency intradepartmental transfer to fund current telephone expenditures.
10/10/14	144484	$ 5,374.00	Transfer out	Transfer needed to fund account so sufficient funds will be available for the 10% match Bio Discretionary FY 15 grant.
10/10/14	144496	$ 397,449.48	CO2010 A&B(Various Pct. 2 projects)	Emergency Interdepartmental Transfer to transfer funds from Adm building to fund various Pct. 3 projects expenditures.
10/10/14	144486	$ 4,000.00	Facilities Mgmt.	Transfer needed to fund pending invoices for September.
10/10/14	144487	$ 16,200.00	Juv. Det	Transfer needed to fund pending invoices for September.
10/10/14	144488	$ 48,000.00	Pct4 Sanitation	Transfer needed to fund pending invoices for July & August.
10/10/14	144489	$ 2,500.00	Public Defender	Transfer needed to fund pending invoices until year end.
10/10/14	144490	$ 33,950.00	DA's Autopsies	Transfer needed to fund three invoices.
10/10/14	144491	$ 3,000.00	Constable Pct. 3	Transfer needed for purchase of toner & office supplies.
10/10/14	144492	$ 800.00	IT Countywide	Transfer needed for purchase of backup tapes for the AbleTerm server.
10/10/14	144493	$ 3,000.00	Visiting Judges	Transfer needed to fund pending visiting judges vouchers.
10/10/14	144494	$ 5,725.52	Various Depts	Transfer to cover bank fees for the month of Sept. 2014.
10/10/14	144495	$ 6,000.00	Pct. 3 Parks.	Transfer needed to fund negative account and provide additional funds for year end.
10/10/14	144497	$ 1,700.00	Const. Pct 4	To cover travel expenses for the Tcleose training coordinators conference to be held on October 20- 23, 2014.
10/10/14	144498	$ 14,528.44	District Clerks Office	To transfer lased funds to District Clerks Office and to fund current negative balances in the CCL 2, 4 & 5. Courts will not longer have postage expenses as these expenses will now be incurred by District Clerk's Office.

Hidalgo County Non-Agenda Transfers from January through December 2014

Date	JE #	Amount	Department	Reason
10/10/14	144499	$ 60,513.94	Various Depts.*	Transfer needed to fund current negative balances in postage expenditures for various departments. Const. Pct. 3 funding additional $1500.00;DA's funding additional $8,000.00.
10/13/14	144529	$ 35,991.90	Fire Marshals Office	Transfer to cover immediate fire call invoices submitted.
10/14/14	144605	$ 1,300.00	Facilities Mgmt.	Transfer needed to cover for Waste Disposal @ Pct. 3 buildings.
10/14/14	144604	$ 100.00	CCL# 6	Funds needed for registration for an interpreting class for Frank Fuentes & Caesar Gutierrez.
10/14/14	144601	$ 1,540.40	Pct. 4 Adm	Transfer needed for several pending invoices for Reliant Energy and North Alamo Water.
10/14/14	144602	$ 5,380.00	Pct. 4 Adm	Transfer needed for pending invoices for Reliant Energy.
10/14/14	144603	$ 122.72	CC County Rec Mgmt.	To fund year end expenditures in Life Insurance, Retirement, Workers Comp & Unemployment Comp.
10/14/14	144529	$ 10,000.00	Child Welfare Defense	Transfer needed to cover attorney vouchers from various months up to August 2014.
10/15/14	144606	$ 2,000.00	Const. Pct. 1	Transfer needed for repairs being done to 2009 Ford F-150 that stalled. Repairs being done at Weslaco Ford to the engine valve body.
10/15/14	144607	$ 1,077.51	Various Dept.	To fund AT&T long distance telephone expenditures for the remainder of the year. PO#705872
10/15/14	144608	$ 1,000.00	93rd District Court	To cover anticipated expenditures.
10/16/14	144610	$ 155.34	Co. Wide Adm	To fund 2015 tax assessment from Irrigation District No.2 (Ower : 2441 & 285)
10/16/14	144612	$ 50,000.00	Pct. 3 (CO2010A&B)	To fund anticipated expenditures related to this project.
10/16/14	144613	$ 8,959.74	Pct. 4 Restitution- 1124 M Rd.	Transfer needed to correctly classify the HVAC expenditures for Carrier Enterprise.
10/16/14	144614	$ 170.00	Pct. 4 Restitution- 1124 M Rd.	Transfer needed to cover non sufficient funds needed for AI-46824 that was approved on CC 10/14/14.
10/16/14	144615	$ 213,117.14	Co. Wide Adm. Contingency	To sweep lapsed salaries (object codes 112 & 113) from various departments to the Co. Wide - contingency account.
10/16/14	144616	$ 9,313.46	Pct. Sant.	Transfer needed for equipment to hold tarp that does not fold or unfold on Unit S-004, boom extension cylinder is leaking on Unit S-007, replace water pump on unit S-024, fix tilt steering wheel on unit S-004, transmission clutch part for unit S-002, service fan on radiator for unit S-004 and shop stock of diesel, motor oil, hydraulic oil and transmission oil. Also for diagnosis of rotation motor for brush truck and heavy equipment trucks require fuel, element and air kit filters.
10/16/14	144617	$ 2,000.00	Pct. 1 CRC	Transfer needed to fund electricity expenditure for remainder of year.
10/17/14	144618	$ 123,000.00	Facilities Mgmt.	Transfer needed to fund pending disposal invoices and electricity invoices for the month of October.
10/17/14	144619	$ 114,000.00	Pct. 2 ICA	Transfer needed to fund Cesar Chavez Rd. and Moor Rd Projects approved by CC 10/14/14 through Interlocal Agreement with the City of San Juan.
10/17/14	144620	$ 603.35	WIC Lac Center	Transfer needed to cover encumbrances that are needed to close out FY 14 Grant.
10/17/14	144633	$ 9,654.10	Pct. 4 Restitution- 1124 M Rd.	Funds needed to cover shortage for line item transfer approved by Commissioners' Court on 10/14/2014 (AI-46824)
10/17/14	144621	$ 318,712.90	Co. Wide Adm.- Contingency	To sweep lapsed funds in health insurance(object code 211) from various departments and transfer to the Co. Wide Adm. - Contingency account.

Hidalgo County Non-Agenda Transfers from January through December 2014

Date	JE #	Amount	Department	Reason
10/17/14	144622	$ 246,000.00	Juv Prob*	Transfer needed to fund current and anticipated room & board expenditures.
10/17/14	144623	$ 70,241.00	Sheriff	Transfer needed for payment of telephone invoice dated 10/01/2014 & for pending fuel invoices submitted to Auditor's Office.
10/17/14	144624	$ 67,205.90	Pct. 1 Rd Maint	To fund anticipated expenditures for precinct one in Gasoline/Diesel & R&B R&M Supplies.
10/17/14	144625	$ 64,024.74	Co. Wide Adm.	To fund anticipated expenditures for precinct One.
10/17/14	144626	$ 2,100.00	Health Clinics	Transfer needed to cover expenditure for proactive steps consistent with CH 121 of the Health & Safety Code regarding Ebola crisis.
10/17/14	144627	$ 99.00	Human Services	Transfer needed to fund Mountain Glacier PO; original PO expired due to new extension E-14-292-06-30. Expired PO will be liquidated.
10/17/14	144628	$ 185.50	CW Mech Shop	To fund year end expenditures in Longevity Pay.
10/17/14	144629	$ 13.59	BCAP	To fund year end expenditures in Supplemental Pay.
10/17/14	144630	$ 205.34	Planning & Engineering	To fund year end expenditures in Supplemental Pay.
10/17/14	144631	$ 10,915.84	Pct. 1 Rd Maint	To fund year end expenditures in gasoline/diesel for precinct one operations.
10/17/14	144632	$ 194.29	CW Adm	To fund year end expenditures for County Wide Operations.
10/20/14	144637	$ 500.00	Pct. 3 Sanitation	Transfer needed to cover expected expenses.
10/21/14	144647	$ 455.88	Pct. 2 Sanitation	To fund the purchase of data cards for the citizen collection station
10/21/14	144648	$ 26,000.00	Tax Office	Transfer needed to fund account for the 2014 tax statement mail outs.
10/21/14	144649	$ 380.00	Pct.1 Sanitation	To fund the purchase of data cards for the citizen collection station
10/21/14	144650	$ 60,000.00	Child Welfare Defense	Transfer needed to fund pending invoices until year end.
10/21/14	144651	$ 7,672.54	Auxiliary Crt.*	Transfer needed for Flooring Concepts for new carpet in court room that is in bad condition requiring replacement.
10/21/14	144652	$ 1,500.00	TX Agrilife Ext.	Transfer needed for postage packages sent out via rush orders, supplies for programs to continue (color ink, paper, black ink, programming set up supplies) and for fuel for November and December.
10/21/14	144653	$ 1,564.20	Adult Probation	Transfer needed for Richline Technical Services for the department moving into the Shoretel telephone system.
10/21/14	144654	$ 25,000.00	Various Departments	Transfer needed to fund pending invoices until year end.
10/21/14	144655	$ 106.74	Planning Dept	Transfer needed for Western Data Systems RTK membership invoice effective from October 22, 2014 thru October 21, 2015 for the Timble 6 Surveying.
10/21/14	144656	$ 200,000.00	CO2010A&B- Pct. 2 Equip&Maint Facility	Transfer needed for purchasing of network cabling and security system hardware to avoid project delays.
10/21/14	144657	$ 1,084,751.98	Co. Wide Adm.- Contingency	To sweep lapsed salaries in object code 113 from Various departments and transfer to the Co. Wide Adm. - Contingency account.
10/22/14	144658	$ 141,000.00	Various Dept.	Transfer needed for fuel expenditures for remainder of year.
10/22/14	144659	$ 830.00	Texas Agrilife Ext. Services	Emergency Intradepartmental Transfer to fund the purchase of a replacement vehicle.
10/23/14	144662	$ 28,795.50	IT Countywide	Transfer needed for bar code labels (permits) from Gateway
10/23/14	144668	$ 84,265.49	Various Dept.	Transfer needed to fund year end expenditures.
10/23/14	144684	$ 4,672.50	IT Countywide	To fund the service warranty for the purchase of the scanning devices that will be utilized for the new Sanitation Permit Fee Program.
10/24/14	144682	$ 1,020.00	Human Resources	Transfer needed for attendance of The Essential of HR Law seminar.
10/24/14	144683	$ 8,000.00	Elections Dept.	Transfer needed for supplies due to the in-house printing for the General Election sample ballots.

Hidalgo County Non-Agenda Transfers from January through December 2014

Date	JE #	Amount	Department	Reason
10/24/14	144685	$ 79,010.43	WIC	To cover current negative balances and encumber costs in fiscal year 4 grant (Grant effective October 1, 2013 to September 30, 2014
10/24/14	144686	$ 29,606.00	Autopsies	Transfer needed to fund account for current invoices.
10/24/14	144687	$ 221,000.00	Sheriff	Transfer needed for pending fuel invoices submitted to Auditor's Office.
10/24/14	144688	$ 277,000.00	Jail	Transfer needed to fund account for housing HCSO inmates.
10/24/14	144695	$ 51,600.00	Sheriff	To fund gasoline expenditures from anticipated lapses as provided by the Sheriff's Office during meeting on 10/24/2014
10/24/14	144696	$ 66,858.16	Visiting Judges	To fund the current negative balance and one month's expenditures.
10/24/14	144697	$ 23,700.00	Jail	Transfer needed to fund telephone expenditures for remainder of year.
10/24/14	144698	$ 635.00	Pct. 3 Drainage Improve. Prj.	To fund Pct. 3 salary accounts till year end.
10/24/14	144699	$ 3,610.00	Pct. 3 Rd Maint.	To fund Pct. 3 salary accounts till year end.
10/24/14	144700	$ 3.00	Pct. 3 BCAP	To fund Pct. 3 salary accounts till year end.
10/24/14	144702	$ 12,000.00	Various Dept.	Transfer needed to fund account for fire calls pending invoices.
10/24/14	144703	$ 5,695.00	Co. Clerk	Transfer needed to fund account for AAMECC Asbestos Consulting Services for the abatement of ACM at the Co. Clerk's Office.
10/24/14	144704	$ 5.50	Indigent Defense	Transfer needed to fund account for processing of AI#46838 CC 10/28/2014;funds were removed in prior postage sweep.
10/24/14	144705	$ 29,306.45	Pct. 1 Rd Maint	Transfer needed to fund account for pending invoices.
10/27/14	144732	$ 18,925.00	Fire Marshals Office	Transfer to cover immediate fire call invoices submitted.
10/27/14	144731	$ 1,073.00	JP 5 Pl 1	Transfer lapsed funds to contingency. As per JP Pct. 5 Pl 1 , future postage expenditures will no longer be necessary.
10/27/14	144730	$ 4,693.55	Pct. 1 Rd Maint	Transfer needed to fund account for pending invoices going to court on CC 10/28/2014 to be submitted as claims.
10/27/14	144729	$ 371.00	Co. Clerks	Transfer needed to fund account for DSHSnotification fee for AAMECC Asbestos Consulting Services for the abatement of ACM at the Co. Clerks.
10/28/14	144796	$ 91,924.91	Pct. 2 Parks	Transfer needed to pay back funds borrowed to cover disposal expenditures.
10/28/14	144797	$ 904.00	Pct. 1 Sant.	Transfer needed for 5 gallon jugs for pending invoices and remainder of year expenditures and copier lease for remainder of year.
10/28/14	144795	$ 3,799.97	Pct. 4 CO 2010A&B -CRC Sunflower /SH 107	Transfer needed to cover Pct. 4 Invoice No. 3054-14 (5th).
10/29/14	144812	$ 41.86	139th DC	Transfer needed for Mountain Glacier invoice of cups used by jurors.
10/29/14	144811	$ 32,678.58	Co. Wide Adm.	Transfer needed for several Valley Metro Security Services invoices at the Auditor's Office.
10/29/14	144813	$ 200.00	Pct. 3 Parks	Transfer needed for expected expenditures for Mobile Relay purchase order for November and December services.
10/29/14	144814	$ 7,513.04	Health Department	Funds needed to cover expenditures.
10/29/14	144815	$ 65,652.79	Health Department	Funds needed to cover expenditures.
10/29/14	144816	$ 450.00	Pct. 3 Sanitation	Transfer needed for expected expenditures for Mobile Relay purchase order for November and December services.
10/29/14	144826	$ 337.69	Constable Pct. 4	Transfer needed to fund repairs for vehicle unit #408 (quote# 740453) and to fund installation of video camera system on vehicle unit #'s 425 &427 (Estimate #2093)
10/30/14	144823	$ 50.00	Pct. 1 CRC	Transfer needed in order to process AI-46984, approve CC 10/28/2014
10/30/14	144824	$ 2,000.00	Pct. 4 CO2009 Sunflower Park	Transfer needed to cover Pct. 4 L&G invoices for Sunflower Park
10/30/14	144825	$ 4,562.61	Tax Office	Transfer needed for two power vaults and one power edge server from Dell.

Hidalgo County Non-Agenda Transfers from January through December 2014

Date	JE #	Amount	Department	Reason
10/30/14	144822	$ 6,524.00	Emergency Mgmt.	Transfer needed for purchase of replacement and new response equipment for deputies and vehicles. Funds are also being transferred to cover reoccurring costs for the remainder of the year along with pending invoices.
10/30/14	144836	$ 4,381.43	Constable Pct. 1	Funds needed to cover negative balances and grant year end expenditures
10/30/14	144835	$ 42,113.55	WIC Department	To encumber cost in fiscal year 14 grant (Grant effective October 1, 2013 to September 30, 2014).
10/31/14	144893	$ 10,000.00	Various Dept.	Transfer needed for invoices currently at Auditor's Office.
10/31/14	144975	$ 2,643.37	Constable Pct. 4	Transfer needed for tires on Units #423 & 424 and Unit # 402 needs rear shocks & front starts.
10/31/14	144973	$ 25,162.92	Pct. 1 Sanitation	Transfer needed for anticipated expenditures
10/31/14	144974	$ 4,546.56	Pct. 1 Parks	Transfer needed for anticipated expenditures
11/03/14	144981	$ 850.00	Constable Pct. 2	Transfer needed for purchasing installation of gun racks in deputy vehicles.
11/04/14	144986	$ 500.00	275th District Court	Transfer needed to lease a copier from Ricoh.
11/04/14	144985	$ 9,000.00	Pct. 4 CO2009 Sunflower Park	After reviewing invoices the restrooms for this project should have been paid out of object code 720 and were paid incorrectly.
11/04/14	144984	$ 1,912.71	Co. Auditors	To fund the purchase of two (2) desks, as requested by Auditor's Office. Items will be delivered before year-end
11/04/14	144983	$ 297.83	430th District Court	Transfer needed for to purchase household supplies and travel expenditures.
11/04/14	144982	$ 31,000.00	Child Welfare Defense	Transfer needed to fund pending invoices awaiting funding at Auditors office.
11/04/14	144995	$ 21,250.00	Autopsies	Transfer needed to fund account for current invoices.
11/04/14	144994	$ 968,191.91	Co. Wide Adm. -Contingency	To seep lapsed funds in salaries and fringe benefits (object codes 113, 220 & 230) from various departments and transfer to the Co. Wide Adm.- Contingency account.
11/05/14	144993	$ 300.00	Constable Pct. 2	To purchase for the installation of gun racks for various patrol units.
11/05/14	145004	$ 360,000.00	Various Departments	Transfer needed for electricity expenditures and invoices from East Hidalgo Detention Center & Brooks County Detention Center for housing inmates.
11/05/14	144996	$ 1,034.95	Pct. 1 Rd Maint	Transfer needed to cover anticipated expenditures and current invoices for A Clean Portoco.
11/05/14	145000	$ 19,245.01	Pct. 4 San Carlos CRC Sunflower	Transfer needed for new CRC project that will be completed in December 2014.
11/05/14	145001	$ 773.47	JP 1 Pl 2	Transfer needed for Judge E. Morales to attend 20-hr TX Justice Court Training Seminar in Galveston, TX on November 16-19, 2014
11/05/14	145002	$ 31,501.59	IT Countywide	To fund pending invoices # 14080843N (Aug) & invoice # 15090843N (Sept) for DIR-Long Distance telephone services.
11/05/14	145003	$ 16,551.74	Pct. 4 Rd. Maint.	Transfer needed for pending invoices from Frontera Materials, Inc.
11/05/14	145005	$ 6,620.52	WIC Department	To encumber costs in fiscal year 4 grant (Grant effective October 1, 2013 to September 30, 2014
11/06/14	145051	$ 180.00	Pct. 3 Sanitation	To fund the purchase of deposit books for the new Sanitation Permit Fee Program, as per the Cash Handling Guidelines & Procedures.
11/06/14	145052	$ 180.00	Pct. 1 Sanitation	To fund the purchase of deposit books for the new Sanitation Permit Fee Program, as per the Cash Handling Guidelines & Procedures.
11/06/14	145053	$ 201.50	Pct. 2 Sanitation	To fund the purchase of deposit books for the new Sanitation Permit Fee Program, as per the Cash Handling Guidelines & Procedures.
11/06/14	145054	$ 2,594.12	CCL#8	Transfer needed to appropriate funds in correct object of expense.
11/06/14	145055	$ 10,000.00	Child Welfare Defense	Transfer needed to fund pending invoices awaiting funding at Auditors office.

Hidalgo County Non-Agenda Transfers from January through December 2014

Date	JE #	Amount	Department	Reason
11/06/14	145057	$ 4,500.00	HIDTA Dept.	Transfer to cover the upgrade to the HIDTA Dept security system. The system is needed ASAP to resolve "Front door problems before the weekend".
11/07/14	145137	$ 355.00	CCL#2	Transfer needed for supplies provided to jurors.
11/07/14	145138	$ 1,612.32	Constable Pct. 4	Transfer needed for Ivan's Automotive services on Units 423 & 424 and for process service for four cases.
11/07/14	145132	$ 16,613.50	SOA1341-Pct1 M 3 1/2 (M5N-M6N)	Transfer needed to have sufficient funding for AI-47181 CC 11/10/2014
11/07/14	145138	$ 7,672.54	Co. Wide Adm.	Transfer needed to reverse emergency transfer done on 09/26/2014 JE144222.
11/07/14	145134	$ 2,700.00	Pct. 1 Parks	Transfer needed to fund expenditures for the remainder of the year.
11/07/14	145135	$ 3,868.30	Pct. 1 Adm	Transfer needed to cover anticipated expenditures.
11/07/14	145136	$ 21,579.17	Pct. 1 Rd Maint	Transfer needed to fund requisitions pending for the past few weeks and to cover anticipated expenditures.
11/07/14	145089	$ 850.27	Fire Marshals Office	Transfer needed for fuel pump part and fuel injection clean for 2013 Chevy Tahoe.
11/08/14	145180	$ 11,169.83	Pct. 3 Rd. Maint.	Transfer needed for daily repair and maintenance on all vehicles and equipment.
11/12/14	145181	$ 31,000.00	Public Defense	Transfer needed to fund account for several Attorney Vouchers awaiting funding at Auditor's Office.
11/12/14	145182	$ 37.85	Tax Office	Transfer needed in order to process AI-47322, approved CC 11/10/2014. Currently there are insufficient funds in object code 671.
11/12/14	145185	$ 22.01	WIC Department	To cover negative balances and close out FY 14 Grant.
11/12/14	145195	$ 6,173.38	WIC Department	To close out fiscal year 14 grant (grant effective 10-01-2013 to 09/30/2014).
11/13/14	145196	$ 3,982.16	IT Countywide	Transfer is needed to purchase barcode labels for sanitation project.
11/13/14	145197	$ 1,358.05	Fire Marshals Office	Transfer needed due to supplemental quote from Bert Ogden for additional repairs not originally quoted for dept vehicles (PO#715729)
11/13/14	145198	$ 2,500.00	Elections Dept.	To fund anticipated expenditures due to runoff election for City of Monte Alto.
11/13/14	145199	$ 41,000.00	Pct. 2 Parks	To purchase park equipment (commercial lawn mower and trailer)
11/13/14	145200	$ 1,984.10	Pct. 4 Linn-San Manuel Beautification	Transfer is needed for a reclassification of old invoices from Green Thumb for the Linn San Manuel beautification Project, due to account (124-141) not existing when original PO was created. PO's have been liquidated from Pct. 4 Parks to allow for the transfer.
11/13/14	145201	$ 925.00	Pct.1 Sanitation	To fund PO increases for various accounts till year end as well as reimburse employee for conference recently attended.
11/13/14	145202	$ 140.00	CCL 1	To fund Judge's bond.
11/13/14	145203	$ 58,720.04	Pct. 4 Rd. Maint.	To fund year end expenditures in gasoline/diesel for precinct 4 operations.
11/13/14	145204	$ 30,000.00	Pct. 3 Sanitation	Transfer needed to fund anticipated expenditures.
11/14/14	145252	$ 5,107.85	Pct. 4 CO2006 SUNFLOWER PARK	Transfer needed to pay pending L & G invoice.
11/13/14	145259	$ 40,000.00	Fire Marshals Office	Transfer to cover immediate fire call invoices submitted.
11/14/14	145261	$ 175,000.00	Public Defense	Transfer needed to fund several invoices awaiting funding at Auditor's Office.
11/14/14	145262	$ 51,000.00	Child Welfare Defense	Transfer needed to fund pending invoices awaiting funding at Auditors office.
11/14/14	145263	$ 19,662.00	Co. Treasurer	Transfer needed for supplies to finalize the years operation (W2's, copier paper, employee folders, etc.) and for the bonds of the Co. Treasurer & Chief Deputy from January 1, 2015 - December 31 2018.

Hidalgo County Non-Agenda Transfers from January through December 2014

Date	JE #	Amount	Department	Reason
11/14/14	145264	$ 60.00	District Clerk Office	Transfer needed to cover a portion of registration fees for the e-Records Conference in Austin on November 18, 2014.Attendees are Laura Hinojosa, District Clerk, Nilda Van Hook, Chief Deputy, Adriana Garcia, Asst. Chief Deputy, Ricardo Contreras, Exec. Asst. and Stephanie Palacios, Exec. Asst.
11/14/14	145265	$ 6,687.02	CO2010A&B-PCT 4 CRC SUNFLOWER/SH107	Emergency Inter-departmental Transfer to fund the Mata Garcia invoices on the agenda for CC 11/18/14 (PO#700944).
11/14/14	145266	$ 41,000.00	NEW COURTHOUSE	Emergency Inter-departmental Transfer to fund the review, by HOK, of the Schematic Design for the New Courthouse. (REF: 47445)
11/17/14	145295	$ 15,000.00	Pct. 3 Sanitation	Transfer needed for Units # 180 & 183 to be serviced at Ram's Truck Service that are needed for daily sanitation operations.
11/17/14	145296	$ 25.00	275th District Court	Transfer needed for the lease of a multifunction copier for fax expenditures.
11/17/14	145297	$ 88,747.65	Pct. 4 San Carlos CRC Sunflower	Emergency Interfund transfer from R&B (1200) to General Fund (1100) to correctly appropriate the funding for the Pct. 4 San Carlos CRC Sunflower project.
11/17/14	145298	$ 2,363.00	Facilities Mgmt.	Transfer needed for maintenance materials for Pct. 1 Delta Lake Park Pavilion.
11/17/14	145317	$ 15,000.00	IT Countywide	To fund pending invoices short paid by the Auditor's Office since May 2014 for Time Warner Cable long distance services (PO 706095 & 706096) as well as cover expense till year end.
11/19/14	145348	$ 750.00	Pct. 3 Rd. Maint.	Transfer needed to appropriate funds in the proper object of expense to process payment for vendor.
11/19/14	145349	$ 1,709.91	Pct. 1 Adm	Transfer needed to fund deficit account in object code 431, pending requisitions and Mountain Glacier invoices for remainder of the year.
11/19/14	145351	$ 5,304.16	Constable Pct. 3	Funds needed to cover deficit balances and 3 reimbursement requests that need to be sent out to Grantor as soon as possible.
11/19/14	145352	$ 6,343.63	Various Departments	Transfer to cover bank fees for the month of October 2014
11/19/14	145353	$ 3.95	WIC Ineligible Costs	To fund one utility (water) and one disposal invoice received after closeout of FY2014 Grant.
11/19/14	145354	$ 1,684.00	CCL #8	Transfer needed to appropriate funds in the proper object of expense.
11/19/14	145355	$ 57,000.00	Facilities Mgmt.	Transfer needed to fund pending invoices awaiting funding at Auditors office.
11/19/14	145356	$ 64,000.00	Public Defense	Transfer needed to fund several invoices awaiting funding at Auditor's Office.
11/19/14	145357	$ 16,000.00	Child Welfare Defense	Transfer needed to fund pending invoices awaiting funding at Auditors office.
11/20/14	145390	$ 40.54	Jail	Transfer needed for invoice from Texas Gas Service for October 2014 that is currently awaiting funding at Auditor's Office.
11/20/14	145391	$ 81,527.37	Various Depts./Co Wide Admin Cont.	Transfer needed to sweep lapsed funds from Reg F/T Salaries & Dept. Heads to County Admin Contingency.
11/20/14	145479	$ 10,360.00	Autopsies	Transfer needed for invoices from Dr. Farley and Ceballos Funeral Home.
11/20/14	145480	$ 25,000.00	Autopsies	Transfer needed for invoices from Dr. Farley and Ceballos Funeral Home.
11/20/14	145481	$ 16,510.00	Pct. 4 Rd. Maint.	To fund fuel expenditures (liquidation of PO # 669756 has been submitted to the Auditor's Office by Pct. 4).
11/20/14	145482	$ 40,000.00	Pct. 4 Rd. Maint.	To fund fuel expenditures
11/20/14	145483	$ 2,700.00	Co Wide Adm	To fund title reports for the following six properties pending disposition (450.00 each report):Youth Village: McAllen Auto Tax Office; Old County Jail/Restitution Center/Carpentry Shop; Health Clinic; Vacant Lot - 529 N. Cynthia Street, McAllen; Health Department Central Office.
11/20/14	145484	$ 376.05	CCL #4	To transfer funds into proper object of expense.

Hidalgo County Non-Agenda Transfers from January through December 2014

Date	JE #	Amount	Department	Reason
11/20/14	145485	$ 50,000.00	General Litigation	Transfer needed to fund approved settlements from 09/09/14 & 10/28/14.
11/20/14	145486	$ 14.52	WIC Ineligible Costs	To fund one utility (water) and one disposal invoice received after closeout of FY2014 Grant.
11/20/14	145487	$ 30,312.53	Pct. 1 Rd Maint	To fund year end expenditures in gasoline/diesel for Pct. 1 operations
11/20/14	145488	$ 14,401.71	Pct. 1 Rd Maint	To fund R & B repair & maintenance supplies for Pct. 1 Rd. Maintenance. There are various invoices that need to be paid from Frontera Materials.
11/21/14	145489	$ 1,161.01	Co. Wide Adm.	Transfer needed to fund pending obligations.
11/21/14	145490	$ 13,456.42	County Clerk	Transfer needed to fund account for R.L. Abatement, Inc. for the removal of asbestos at the County Clerk's Office.
11/21/14	145491	$ 6,073.66	Pct. 1 Rd Maint	To transfer lapsed salaries to cover fuel expenditures.
11/21/14	145492	$ 824.99	JP Pct. 3/Pl 2	New Judge came into office and the office needs to replace Judge Ochoa's letterhead, envelopes, business cards and office chair. Also needs for the ordering of the judicial robe.
11/21/14	145493	$ 29,408.81	SOA1341- Pct 3 Mile 3N(FM492-FM-2221)	Transfer needed to cover negative balance due to P.O. reclassification.
11/21/14	145497	$ 498,532.68	Co Wide Adm.	Funds no longer necessary
11/21/14	145498	$ 257,000.00	Juvenile Probation Department	Transfer to cover for October 2014 Room & Board invoices.
11/21/14	145499	$ 150,000.00	Sheriff	To fund fuel expenditures for the Sheriff's Office.
11/21/14	145500	$ 68,000.00	General Litigation	Transfer needed to fund account for settlements approved by court.
11/24/14	145501	$ 2,295.00	Co. Wide Adm.	Transfer needed for access server from AL3 Enterprise for employee access to the building doors at Old Kmart Bldg.
11/24/14	145514	$ 35,525.41	Co. Wide Adm.	Funds no longer necessary. FY 2014 Grant have expired and grant activity has been finalized.
11/24/14	145516	$ 1,029.00	HIDTA Dept.	Transfer to cover JE# 145267 (RCL A174754 4/09/2014 Auction proceeds) expenditures.
11/24/14	145515	$ 26,000.00	Juv. Prob	Additional funds needed to cover October 2014 Room & Board invoices.
11/24/14	145518	$ 5,482.05	Public Defender's Office	To cover negative balances and to reallocate funds for close out of the Public Defenders Discretionary FY14 grant.
11/24/14	145517	$ 947.39	Constable Pct 3	To cover negative balances and to reallocate funds for close out of the Stop Truancy FY14 program.
11/25/14	145520	$ 3,568.00	DBM	Transfer needed for printing of new sanitation permit fee brochures to be distributed county wide.
11/25/14	145521	$ 3,800.00	Co. Wide Adm.	Transfer needed for appraisal report request from Appraisal House Contract #C142780729 for the Old County Jail/Restitution Center/Carpentry Shop - 207 E. Loeb Street & 219 E Loeb Street, Edinburg (Legal Description - Edinburg Original Townsite Lots 7-12 BLK 164)
11/25/14	145519	$ 690.00	Safety	Transfer needed for repairs done to the brakes on Unit #3.
11/26/14	145523	$ 580.00	Indigent Defense	Emergency Interdepartmental Transfer to fund travel expenditures for Isidro Sepulveda. He will be attending the Indigent Defense Commission Meeting in Austin, December 12th.
11/26/14	145522	$ 855.00	Co. Wide Adm	Transfer needed to correctly allocate funds from JE145501 for labor rate installation of access server from AL3 Enterprise for employee access to the building doors at Old Kmart Bldg.
11/26/14	145524	$ 221.38	Co. Clerks	Transfer needed for tile repairs in the break room.
11/26/14	145525	$ 50,000.00	Child Welfare Defense	Transfer needed to fund pending invoices awaiting funding at Auditors office.

Hidalgo County Non-Agenda Transfers from January through December 2014

Date	JE #	Amount	Department	Reason
11/26/14	145526	$ 81,477.93	Co. Wide Adm.	Transfer needed for pending obligations.
11/26/14	145527	$ 25,500.00	Facilities Mgmt.	Transfer needed to fund pending invoices awaiting funding at Auditors office.
11/26/14	145528	$ 10,000.00	Jail	Transfer needed to fund pending invoices.
11/26/14	145529	$ 950.00	CCL # 6	Funds needed for Frank Fuentes & Cesar Gutierrez interpreting licenses, for pending invoices & the flooring of the office.
11/26/14	145530	$ 32,900.00	CO2010A&B	In order to cover change order #3 for the New San Carlos CRC building.
11/26/14	145531	$ 1,849.45	139th DC	Transfer needed to appropriate funds in the correct object of expense for end of year expenditures.
12/01/14	145565	$ 18,929.70	Co Wide Adm.	Transfer needed to cover pro-rated amount to fund two (2) County Operations Administrator positions (Ref AI# 47595).
12/02/14	145566	$ 500.00	CCL #4	Transfer needed to fund the Judge's Official Bond and Oath for the new term of January 1, 2015 through December 31, 2019.
12/02/14	145619	$ 1,075.92	Pct. 1 (TxDot)	Transfer needed to fund a portion of the additional direct costs related to engineering for Mile 6W project as per letter from TXDOT.
12/02/14	145616	$ 100.00	Pct. 1 Sanitation	Transfer needed for process of pending reimbursement for employee Esteban Mata; travel was in May 2014.
12/02/14	145615	$ 150.00	Co. Treasurer	Transfer needed for webinar training on December 17, 2014 for 2014 Calendar End of Year- HRS/W2.
12/02/14	145614	$ 6,024.08	Pct. 1 (TxDot)	Transfer needed to fund a portion of the additional direct costs related to engineering for Mile 6W project as per letter from TXDOT.
12/03/14	145617	$ 150,000.00	Public Defense	Transfer needed to fund several invoices awaiting funding at Auditor's Office.
12/03/14	145618	$ 500,000.00	Co Wide Adm.	Transfer needed for pending obligations
12/03/14	145629	$ 33,000.00	Jury Fees	Transfer needed to fund several invoices awaiting funding at Auditor's Office.
12/03/14	145628	$ 46,000.00	Jail	Transfer needed to fund invoices from University Hospital, Rio Grande Regional Hospital, South Texas Health System, Christus Spohn Kleberg & Doctors Hospital.
12/03/14	145627	$ 92.50	Pct. 1 Adm.	Transfer needed for Comm. Cuellar's bond renewal fee.
12/03/14	145626	$ 18,000.00	General Litigation	Transfer needed to fund two settlements.
12/03/14	145625	$ 256.50	CCL # 7	Transfer needed to place funds in correct object of expense.
12/03/14	145624	$ 741.00	Pct.1 Adm.	Transfer is needed for requisitions that are pending.
12/03/14	145623	$ 1,060.10	Pct. 1 Rd Maint	Transfer is needed to process pending invoices from A Clean Portoco, The Monitor and a requisition for Lumatec.
12/03/14	145622	$ 450.00	Pct. 1 Sanitation	Transfer is needed to process a Reliant bill (late fees) that is pending at the Auditor's Office.
12/03/14	145621	$ 3,510.00	Pct. 2 Rd Maint.	Transfer is needed for rental of roller truck for an additional month.
12/03/14	145620	$ 260.00	Pct. 1 Rd Maint	Transfer needed to process pending invoice dated 09/25/2014 that was returned by Auditor's Dept. as a discrepancy due to wrong object code.
12/03/14	145743	$ 800.00	Pct. 2 Parks	Transfer is needed to fund cleaning out of grease traps at Palmer Pavilion before monthly inspection done by City of McAllen that may result in fines.
12/04/14	145744	$ 330.00	CCL # 6	Funds needed to re-varnish of the office floor, judges chambers floor & jury room floor also need funds to reimburse Cesar Gutierrez & Frank Fuentes on the finger print image needed for the renewal of the interpreters license.
12/04/14	145769	$ 2,720.00	Pct. 2 Adm	Transfer is needed for purchase of computer equipment to accommodate sanitation project.

Hidalgo County Non-Agenda Transfers from January through December 2014

Date	JE #	Amount	Department	Reason
12/04/14	145770	$ 2,120.00	Pct. 1 Rd Maint	Transfer needed for repairs on dump truck that is necessary to prevent work stoppage.
12/04/14	145771	$ 206.00	Co. Judges	Transfer is needed for food expenditures for County Affairs Assembly on December 9, 2014. There are estimated to be 20 attendees.
12/04/14	145772	$ 5,301.00	Probate Crt.	Transfer is needed for Judge Homero Garza Public Official Bond from December 31, 2017.
12/04/14	145773	$ 24.71	WIC Department	To fund one utility (Electricity) invoice received after closeout of FY2014 Grant.
12/04/14	145774	$ 1,000.00	JP 5 Pl 1	Funds needed for the purchase of paper & printer ink.
12/04/14	145775	$ 209.00	Pct. 3 BCAP	To fund negative account.
12/05/14	145851	$ 400.00	Public Affairs	Transfer is needed for ordering of plaques to recognize dedicated years of service for Commissioner Tito Palacios and District Attorney Rene Guerra.
12/05/14	145852	$ 47,000.00	Various Dept.	Transfer needed to fuel invoices for precincts.
12/05/14	145853	$ 120,000.00	Various Dept.	Transfer needed to fund disposal invoices for precincts.
12/05/14	145854	$ 41,000.00	New Courthouse	Transfer needed to reverse emergency transfer done on 11/26/2014 JE 145526.
12/05/14	145855	$ 500,000.00	Co. Wide Adm.	Transfer needed for pending obligations
12/05/14	145856	$ 90,000.00	Facilities Mgmt.	Transfer needed for pending invoices for disposal and electricity.
12/05/14	145848	$ 15,895.05	Juv Det HM	Transfer needed for Juvenile Probation Reliant Bill Covering month on November.
12/05/14	145849	$ 1,500.00	Co. Auditors	Transfer is needed for purchase of 2 portable room dividers before the end of 2014.
12/05/14	145850	$ 355.00	JP 4 Pl 2	Transfer is needed for purchase of Judge Homer Jasso's Bond and a Deputy that is going to be employed by his office.
12/05/14	145878	$ 33,759.98	Co. Wide Adm.	To fund the abatement of the Urban County prior years accounts receivable.
12/09/14	145879	$ 400.00	Public Affairs	Transfer is needed to reclassify into correct object of expense.
12/09/14	145880	$ 1,997.50	Pct. 1 Rd Maint	Transfer needed to cover reclassification of PO#s 716343 & 714036 to correct object code.
12/09/14	145881	$ 0.08	Pct. 2 Rd Maint.	Transfer needed to pay invoice #3701 for R. Gutierrez Engineering in the amount of $3,350.00.
12/09/14	145882	$ 88,000.00	Jail	Transfer needed to fund account for current invoices.
12/09/14	145883	$ 63,000.00	Various Dept.	To fund pending invoices for DIR telephone expenditures as well as anticipated expenditures till year end.
12/09/14	145884	$ 281,170.00	Juv. Prob	Transfer needed to fund account for November 2014 Room & Board invoices.
12/10/14	145885	$ 44,000.00	Fire Marshals	Transfer to cover immediate fire call invoices submitted.
12/10/14	145886	$ 150,800.00	Pct. 4	Transfer to cover Preliminary Engineering Direct State Cost for 10th Street extension project CSJ:0921-02-300 (reference AI-47704)
12/10/14	145887	$ 30,000.00	Jury Fees	Transfer needed to fund several invoices awaiting funding at Auditor's Office.
12/10/14	145891	$ 29,984.12	Various Dept.	Transfer needed to sweep lapsed postage into contingency.
12/10/14	145888	$ 606.00	Fire Marshals Office	Transfer needed to buy new tires from Southern Tire Mart for investigator unit# M-305 whose tires no longer have tread and wires are exposed.
12/10/14	145895	$ 458.02	Pct. 1 Sanitation	Transfer is needed to cover Req#264611 GCR Tires & Services
12/10/14	145896	$ 2,456.02	Pct. 1 Parks	Transfer is needed to cover Req#266588 for Grainger.
12/10/14	145897	$ 51,472.97	CO 2010 A&B Adm. Bldg	Emergency Interdepartmental Transfer to fund Adm. Building expenditures.
12/10/14	145898	$ 2,271.10	Pct.4 Rd. Maint.	Transfer is needed for unpaid Magic Valley Electric Coop, Mountain Glacier invoices and discrepancy for Beverly's Hardware.

Hidalgo County Non-Agenda Transfers from January through December 2014

Date	JE #	Amount	Department	Reason
12/11/14	145957	$ 64.99	Pct. 1 Adm	Transfer is needed to cover Req#267706 Verizon and to cover DirectTV for the remainder of the year.
12/11/14	145956	$ 13,148.69	Pct. 4 Restitution 1124 M Rd	Transfer is needed for the timely payment of invoice from Green Thumb. Funding is wrong object code. As per dept., due to delayed payment issues in the past, timely payment to this vendor is essential.
12/11/14	145958	$ 2,998.00	Pct. 1 Rd Maint	Transfer is needed to purchase two tires for Unit #R-006 Motorgrader. Tire blew and is causing work stoppage for the crew.
12/11/14	145959	$ 3,860.00	Co. Wide Adm	Transfer needed for access control 4 module add on from AL3 Enterprises for Administration building and labor rate for installation of systems.
12/11/14	145960	$ 6,012.69	Co. Judges	Transfer needed to fund past due invoices for Kyocera.
12/12/14	146029	$ 24,000.00	Pct. 3 Rd. Maint.	To fund pending gasoline invoices.
12/15/14	146048	$ 77.69	Pct. 1 Adm	Transfer needed to cover December invoice for Direct TV.
12/15/14	146052	$ 435.40	Fire Marshal	Transfer needed to purchase receipts for their office from Gateway Printing.
12/15/14	146051	$ 3,000.00	CC Rec Mgmt.	Transfer needed to pay outstanding invoices.
12/15/14	146053	$ 150,800.00	Pct. 4 (TxDot)	Transfer needed in order to properly account for payment in TxDOT fund account for 10th St. extension Project (SH107-FM1925) CSJ:0921-02-300
Total Transfers as of 12-19-13		**$ 33,306,592.14**		

AI -47669 **Budget and Management** **23. C.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Obdett Calzada, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Discussion, consideration and approval of all personnel actions approved after September 30, 2014 (2015 Budget Adoption date) as listed below, to be effective 01/01/2015:

1. Child Protective Court (1100): Approval of the following personnel action(s) as previously approved by CC on 9/30/2014 (refer to agenda item no. 46744):

Action	Dept/Program	Slot No.	Position Title	Budgeted Salary
DELETE	055-001	0002	Administrative Assistant III	$32,769.00

2. Tax Office (1100): Approval of the following personnel action(s) as previously approved by CC on 9/30/2014 and 11/10/2014 (refer to agenda no. 46662 and 47248):

Action	Slot No.	Position Title	Current Budgeted Salary/Allowance	Proposed Budgeted Salary/Allowance
DELETE	0015	Accountant III	$47,703.00	-0-
DELETE	0023	Deputy Clerk II	$36,020.00 (Salary) $750.00 (Auto Allowance)	-0-
DELETE	0014	Accountant III	$44,583.00	-0-
DELETE	0038	Bookkeeper I	$31,045.00	-0-
DELETE	0096	Deputy Clerk I	$26,014.00	-0-
DELETE	0106	Deputy Clerk I	$26,173.00	-0-
DELETE	0154	Clerk II	$21,008.00	-0-
CREATE	0160	Accountant IV	-0-	$52,002.00 (Salary) $1,500.00 (Auto Allowance)
CREATE	0161	Administrative Assistant III	-0-	$30,000.00
CREATE	0162	Accountant II	-0-	$36,000.00

CREATE	0163	Deputy Clerk II	-0-	$30,000.00
CREATE	0164	Deputy Clerk II	-0-	$30,000.00
CREATE	0165	Administrative Assistant III	-0-	$30,000.00
CREATE	0166	Data Entry Clerk II	-0-	$21,906.00
INCREASE AUTO ALLOWANCE	0072	Inventory Specialist I	$2,250.00 (Auto Allowance)	$4,721.00 (Auto Allowance)

3. Precinct #4 - Drainage Improvement Project (1200): Approval of the following personnel action(s) as previously approved by CC on 10/14/2014 (refer to agenda item no. 46663):

Action	Dept/Program	Slot No.	Position Title	Actual/Proposed Budgeted Salary
DELETE	124-036	0033	Maintenance V	$30,503.00
CREATE	124-036	0034	Heavy Equipment Operator II	$30,503.00

4. DWI Court Grant (1289)/Re-Entry Court Grant (1289)/DA's (1100)/Public Defender (1100): Approval of the following personnel action(s) as previously approved by CC on 10/14/2014 and 11/18/2014 (refer to agenda item no. 46800 and 47416):

Action	Department	Slot No.	Employee No.	Position Title	Current Allowance Amount	Proposed Allowance Amount
DECREASE Supplemental Allowance	Crim. DA (1100)	0026	127531	Assistant D.A. IV	$9,837.00	$9,814.00
AUTHORIZE Supplemental Allowance	Public Defender (1100)	0003	120227	Chief Public Defender	-0-	$9,844.00

5. Sheriff's Office (1100): Approval of the following personnel action(s) as previously approved by CC on 10/28/2014 (refer to agenda item no. 47002):

Action	Slot No.	Position Title	Budgeted Allowance Amount
DELETE Clothing Allowance	0049	(Sr) Deputy Sheriff (Step III)	$500.00
ADD Clothing Allowance	0011	Lieutenant (Step III)	$500.00
ADD Clothing Allowance	0015	Lieutenant (Step II)	$500.00
ADD Clothing Allowance	0400	Sergeant (Step III)	$500.00

6. Precinct #2 Administration/CW Mechanic Shop (1200): Approval of the following position title changes as previously approved by CC on 12/02/2014 (refer to agenda item no. 47597):

Action	Program	Slot No.	Current Position Title	Proposed Position Title
TITLE CHANGE	CW Mech Shop	0010	Mechanic IV	Mechanic V
TITLE CHANGE	CW Mech Shop	0002	Mechanic III	Mechanic IV
TITLE CHANGE	Administration	0010	Clerk/Receptionist	Clerk III
TITLE CHANGE	Administration	0011	Office Clerk	Clerk III

7. Precinct #2 Parks (1100)/CW Mechanic Shop (1200)/Administration (1200)/Rd Maintenance (1200): Approval of the following personnel actions as previously approved by CC on 12/02/2014 (refer to agenda item no. 47587 and 47596):

Action	Program	Slot No.	Position Title	Current Budgeted Salary
DELETE	Parks	0010	Maintenance I	$22,954.00
DELETE	CW Mech Shop	0003	Mechanic III	$32,131.00
DELETE	Administration	0015	Accounts Payable Specialist II	$32,769.00
DELETE	Rd Maintenance	0042	Maintenance I	$23,674.00
DELETE	Rd Maintenance	0044	Traf SA/SP I	$23,015.00
DELETE	Rd Maintenance	0071	Maintenance I	$23,384.00
DELETE	Rd Maintenance	0073	Maintenance I	$23,384.00
CREATE	Parks	0037	Heavy Equipment Operator I	$29,656.00
CREATE	CW Mech Shop	0011	Truck Driver III	$34,589.00
CREATE	CW Mech Shop	0012	Mechanic III	$37,359.00
CREATE	Administration	0020	Executive Assistant IV	$70,748.00
CREATE	Administration	0021	Accounts Payable Specialist III	$37,869.00
CREATE	Administration	0022	Clerk III	$28,745.00

8. DA- Border Prosecution Unit Grant (BPU) (1281): Approval of the following personnel actions as previously approved by CC on 9/30/2014 (refer to agenda item no. 46602):

Action	Slot No.	Dept/Program	Position Title	Current Salary/Allowance	Proposed Salary/Allowance
Salary Adjustment (decrease)	0001	080-012	Asst. District Atty	$79,000.00	$77,920.00

Auto Allowance (remove)			III	$900.00	-0-
Salary Adjustment (decrease)	0004	080-012	Asst. District Atty IV	$78,000.00	$76,420.00

9. WIC ADM (1292): Approval of the following personnel actions as previously approved by CC on 11/10/2014 (refer to agenda item no. 47207):

Action	Position Title	Slot No.	Dept No.	Current/Proposed Budgeted Salary
DELETE	LVN II	0036	350-001	$41,280.00
CREATE	Clinic Manager	0250	350-001	$44,583.00

10. Executive Office (1100): Approval to correct the salary and authorize allowance for the following positions, as previously approved by CC on 12/02/2014 (refer to agenda item no. 47595), effective 12/02/14 to 12/31/14 and FY 2015:

Action	Position Title	Slot No.	Current Budgeted Salary/Allowance	Proposed Budgeted Salary/Allowance
CREATE	County Operations Administrator	0019	$86,888.00	$86,888.00
CREATE	County Operations Administrator	0020	$91,888.00	$86,888.00
ADD ALLOWANCE	County Operations Administrator	0020	-0-	$5,000.00

11. Approval of transfer(s).
12. Approval of revised salary schedule(s).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** Various

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

BUDGETARY IMPACT:

Please see attached fiscal notes and transfers.

Attachments

FISCAL NOTE

Transfers

2014 Revised Salary Schedule- Executive Office

2015 Revised Salary Schedules

Form Review

Inbox	Reviewed By	Date
Obdett Calzada (Originator)	Obdett Calzada	12/11/2014 03:51 PM
Budget & Management	Veronica Ortiz	12/11/2014 04:00 PM
Human Resources	Diana Munoz	12/12/2014 10:28 AM
Merlen P. Munoz	Debbie Tamez	12/12/2014 11:39 AM
Obdett Calzada (Originator)	Obdett Calzada	12/12/2014 02:42 PM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Obdett Calzada		Started On: 12/04/2014 04:51 PM
Final Approval Date: 12/12/2014		

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: Tuesday, December 16, 2014 **Agenda Item:** **47669**

Summary of request/proposal:
CHILD PROTECTIVE COURT (1100) -
APPROVAL TO DELETE THE FOLLOWING FULL TIME POSITION:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	ADMINISTRATIVE ASSISTANT III	0002	113	32,769.00	0.00	(32,769.00)
				32,769.00	0.00	(32,769.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-412-00-055-001-0	113	CHILD PROTECTIVE COURT	REGULAR FULL TIME	($32,769.00)
5-1100-412-00-055-001-0	211	CHILD PROTECTIVE COURT	HEALTH INSURANCE	($5,928.00)
5-1100-412-00-055-001-0	212	CHILD PROTECTIVE COURT	LIFE INSURANCE	($37.56)
5-1100-412-00-055-001-0	220	CHILD PROTECTIVE COURT	FICA	($2,506.83)
5-1100-412-00-055-001-0	230	CHILD PROTECTIVE COURT	RETIREMENT	($3,483.34)
5-1100-412-00-055-001-0	250	CHILD PROTECTIVE COURT	UNEMPLOYMENT COMP	($196.61)
5-1100-412-00-055-001-0	260	CHILD PROTECTIVE COURT	WORKER'S COMP	($68.81)
			2015 Budgetary Impact	($44,990.15)

Possible Funding Sources: **COST SAVINGS.**

Comments:

Previously approved by CC on 9/30/14 (refer to agenda item no. 46744)

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

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To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: Tuesday, December 16, 2014 **Agenda Item:** **47669**

Summary of request/proposal:
TAX OFFICE (1100): APPROVAL OF THE FOLLOWING PERSONNEL ACTIONS:
DELETE/ CREATE REG. FULL TIME POSITIONS AND AUTO ALLOWANCE/ & INCREASE AUTO ALLOWANCE.

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
			SALARY			
1100	ACCOUNTANT III	0015	113	47,703.00	0.00	(47,703.00)
1100	DEPUTY CLERK II	0023	113	36,020.00	0.00	(36,020.00)
1100	ACCOUNTANT IV	0160	113	0.00	52,002.00	52,002.00
1100	ADMINISTRATIVE ASSISTANT III	0161	113	0.00	30,000.00	30,000.00
	TOTAL SALARY	-	-	**83,723.00**	**82,002.00**	**(1,721.00)**
			AUTO ALLOWANCE			
1100	INVENTORY SPECIALIST I	0072	118	2,250.00	4,721.00	2,471.00
1100	DEPUTY CLERK II	0023	118	750.00	0.00	(750.00)
1100	ACCOUNTANT IV	0160	118	0.00	1,500.00	1,500.00
	TOTAL AUTO ALLOWANCE	-	-	**3,000.00**	**6,221.00**	**3,221.00**
	TOTAL SALARY & AUTO ALLOW.	-	-	**86,723.00**	**88,223.00**	**1,500.00**

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-415-15-140-001-0-	113	TAX OFFICE-	REGULAR FULL TIME	($1,721.00)
5-1100-415-15-140-001-0-	118	TAX OFFICE-	AUTO ALLOWANCE	$3,221.00
5-1100-415-15-140-001-0-	211	TAX OFFICE-	HEALTH INSURANCE	$0.00
5-1100-415-15-140-001-0-	212	TAX OFFICE-	LIFE INSURANCE	$0.00
5-1100-415-15-140-001-0-	220	TAX OFFICE-	FICA	$114.75
5-1100-415-15-140-001-0-	230	TAX OFFICE-	RETIREMENT	$159.45
5-1100-415-15-140-001-0-	250	TAX OFFICE-	UNEMPLOYMENT COMP	$9.00
5-1100-415-15-140-001-0-	260	TAX OFFICE-	WORKER'S COMP	$5.25
			2015 Budgetary Impact	**$1,788.45**

Possible Funding Sources: **Co Wide Contingency 5-1100-415-00-115-002-0-899**

Comments:

Previously approved by CC on 9/30/14 (refer to agenda item no. 46662)

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

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To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, December 16, 2014** **Agenda Item:** **47669**

Summary of request/proposal:
TAX OFFICE (1100) -
APPROVAL TO DELETE/CREATE THE FOLLOWING FULL TIME POSITIONS:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	ACCOUNTANT III	0014	113	(44,583.00)	0.00	(44,583.00)
1100	BOOKKEEPER I	0038	113	(31,045.00)	0.00	(31,045.00)
1100	DEPUTY CLERK I	0096	113	(26,014.00)	0.00	(26,014.00)
1100	DEPUTY CLERK I	0106	113	(26,173.00)	0.00	(26,173.00)
1100	CLERK II	0154	113	(21,008.00)	0.00	(21,008.00)
1100	ACCOUNTANT II	0162	113	0.00	36,000.00	36,000.00
1100	DEPUTY CLERK II	0163	113	0.00	30,000.00	30,000.00
1100	DEPUTY CLERK II	0164	113	0.00	30,000.00	30,000.00
1100	ADMINISTRATIVE ASSISTANT III	0165	113	0.00	30,000.00	30,000.00
1100	DATA ENTRY CLERK II	0166	113	0.00	21,906.00	21,906.00
				(148,823.00)	147,906.00	(917.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-415-15-140-001-0	113	TAX OFFICE	REGULAR FULL TIME	($917.00)
5-1100-415-15-140-001-0	211	TAX OFFICE	HEALTH INSURANCE	$0.00
5-1100-415-15-140-001-0	212	TAX OFFICE	LIFE INSURANCE	$0.00
5-1100-415-15-140-001-0	220	TAX OFFICE	FICA	($70.15)
5-1100-415-15-140-001-0	230	TAX OFFICE	RETIREMENT	($97.48)
5-1100-415-15-140-001-0	250	TAX OFFICE	UNEMPLOYMENT COMP	($5.50)
5-1100-415-15-140-001-0	260	TAX OFFICE	WORKER'S COMP	($1.93)
			2015 Budgetary Impact	($1,092.06)

Possible Funding Sources: **NO BUDGETARY IMPACT- COST SAVINGS**

Comments:

Previously approved by CC on 11/10/2014 (refer to agenda item no. 47248).

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

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To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, December 16, 2014**

Agenda Item: **47669**

Summary of request/proposal:
Pct 4 DRAIN IMPRV PRJ (1200): Approval to delete/create the following full-time position:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1200	MAINTENANCE V	0033	113	30,503.00	0.00	(30,503.00)
1200	HEAVY EQUIPMENT OPERATOR II	0034	113	0.00	30,503.00	30,503.00
				30,503.00	30,503.00	0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1200-431-00-124-036-0	113	PCT 4 DRAIN IMPRV PRJ	REGULAR FULL TIME	$0.00
5-1200-431-00-124-036-0	211	PCT 4 DRAIN IMPRV PRJ	HEALTH INSURANCE	$0.00
5-1200-431-00-124-036-0	212	PCT 4 DRAIN IMPRV PRJ	LIFE INSURANCE	$0.00
5-1200-431-00-124-036-0	220	PCT 4 DRAIN IMPRV PRJ	FICA	$0.00
5-1200-431-00-124-036-0	230	PCT 4 DRAIN IMPRV PRJ	RETIREMENT	$0.00
5-1200-431-00-124-036-0	250	PCT 4 DRAIN IMPRV PRJ	UNEMPLOYMENT COMP	$0.00
5-1200-431-00-124-036-0	260	PCT 4 DRAIN IMPRV PRJ	WORKER'S COMP	$0.00
			2015 Budgetary Impact	$0.00

Possible Funding Sources: **NO BUDGETARY IMPACT.**

Comments:

Previously approved by CC on 10/14/2014 (refer to agenda item no. 46663).

Hidalgo Co. Budget Office
2/3/2005

Hidalgo County
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, December 16, 2014 **Agenda Item:** 47669

Summary of request/proposal:
DWI GRANT (1289)/Re-Entry Court Grant (1289)/DA's (1100)/Public Defender (1100):
Approval to decrease/ and or authorize supplemental pay for the following position(s) under the District Attorney's Office and the public Defender's Office, as previously approved by CC on 10/14/2014 and 11/18/2014:

DISTRICT ATTORNEY

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	ASSIST DISTRICT ATTORNEY IV	0026	117	9,837.00	9,814.00	(23.00)
				9,837.00	9,814.00	(23.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-412-00-080-002-0-	117	CRIM DA	SUPPLEMENTAL PAY	$7,362.77
5-1100-412-00-080-002-0-	211	CRIM DA	HEALTH INSURANCE	$437.23
5-1100-412-00-080-002-0-	212	CRIM DA	LIFE INSURANCE	$2.77
5-1100-412-00-080-002-0-	220	CRIM DA	FICA	$563.25
5-1100-412-00-080-002-0-	230	CRIM DA	RETIREMENT	$782.66
5-1100-412-00-080-002-0-	250	CRIM DA	UNEMPLOYMENT COMP	$44.18
5-1100-412-00-080-002-0-	260	CRIM DA	WORKER'S COMP	$8.10
			2015 Budgetary Impact	$9,200.96

Possible Funding Sources:

PAYMENT OF SUPPLEMENTAL PAY ALLOWANCE AND RELATED FRINGE BENEFITS TO BE PAID FROM THE CRIM DA ACCOUNT # 5-1100-412-00-080-002-0-XXX; EXPENDITURES ARE ON A REIMBURSEMENT BASIS AND WILL BE RECLASSIFIED TO GRANT ONCE REIMBURSEMENT IS RECEIVED.
5-1289-334-10-320-032-5-000 DWI REVENUES

PUBLIC DEFENDER

Fund	Position	Slot#	Obj	Salary	Adjustment Requested	Total Requested
1100	CHIEF PUBLIC DEFENDER	0003	117	0.00	9,844.00	9,844.00
				0.00	9,844.00	9,844.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-412-30-085-003-0-	117	PUBLIC DEFENDER	SUPPLEMENTAL PAY	$7,340.33
5-1100-412-30-085-003-0-	211	PUBLIC DEFENDER	HEALTH INSURANCE	$531.02
5-1100-412-30-085-003-0-	212	PUBLIC DEFENDER	LIFE INSURANCE	$4.50
5-1100-412-30-085-003-0-	220	PUBLIC DEFENDER	FICA	$750.77
5-1100-412-30-085-003-0-	230	PUBLIC DEFENDER	RETIREMENT	$780.28
5-1100-412-30-085-003-0-	250	PUBLIC DEFENDER	UNEMPLOYMENT COMP	$44.04
5-1100-412-30-085-003-0-	260	PUBLIC DEFENDER	WORKER'S COMP	$8.07
			2015 Budgetary Impact	$9,459.01

Possible Funding Sources:

PAYMENT OF SUPPLEMENTAL PAY ALLOWANCE AND RELATED FRINGE BENEFITS TO BE PAID FROM THE PUBLIC DEFENDER - 5-1100-412-30-085-003-0-XXX ACCOUNT; EXPENDITURES ARE ON A REIMBURSEMENT BASIS AND WILL BE RECLASSIFIED TO GRANT ONCE REIMBURSEMENT IS RECEIVED.
5-1289-334-10-320-044-5-000 RE-ENTRY COURT REVENUES

Comments:

Previously approved by CC on 10/14/2014 and 11/18/2014 (refer to agenda item no. 46800 and 47416).

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

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To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: Tuesday, December 16, 2014 **Agenda Item:** **47669**

Summary of request/proposal:
SHERIFF'S OFFICE (1100):
APPROVAL TO DELETE/ ADD CLOTHING ALLOWANCE AS FOLLOWS:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	(SR) DEPUTY SHERIFF (STEP III)	0049	119	500.00	0.00	(500.00)
1100	LIEUTENANT (STEP III)	0011	119	0.00	500.00	500.00
1100	LIEUTENANT (STEP II)	0015	119	0.00	500.00	500.00
1100	SERGEANT (STEP III)	0400	119	0.00	500.00	500.00
		TOTAL		500.00	1,500.00	1,000.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-421-00-280-001-0-	113	SHERIFF-	REGULAR FULL TIME	$0.00
5-1100-421-00-280-001-0-	119	SHERIFF-	CLOTHING ALLOWANCE	$1,000.00
5-1100-421-00-280-001-0-	211	SHERIFF-	HEALTH INSURANCE	$0.00
5-1100-421-00-280-001-0-	212	SHERIFF-	LIFE INSURANCE	$0.00
5-1100-421-00-280-001-0-	220	SHERIFF-	FICA	$76.50
5-1100-421-00-280-001-0-	230	SHERIFF-	RETIREMENT	$106.30
5-1100-421-00-280-001-0-	250	SHERIFF-	UNEMPLOYMENT COMP	$6.00
5-1100-421-00-280-001-0-	260	SHERIFF-	WORKER'S COMP	$31.20
			2015 Budgetary Impact	$1,220.00

Possible Funding Sources: **Co Wide Contingency: 5-1100-415-00-115-002-0-899**

Comments:

Previously approved by CC on 10/28/14 (refer to agenda item no. 47002).

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, December 16, 2014**

Agenda Item: **47669**

Summary of request/proposal:
Pct 2 Administration (1200):
Approval to change the position title for the following full-time positions.

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1200	Clerk /Receptionist to Clerk III	0010	113	29,761.00	29,761.00	0.00
1200	Office Clerk to Clerk III	0011	113	29,761.00	29,761.00	0.00
				59,522.00	59,522.00	0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1200-431-00-122-005-0-	113	Precinct 2 Administration-	REGULAR FULL TIME	$0.00
5-1200-431-00-122-005-0-	211	Precinct 2 Administration-	HEALTH INSURANCE	$0.00
5-1200-431-00-122-005-0-	212	Precinct 2 Administration-	LIFE INSURANCE	$0.00
5-1200-431-00-122-005-0-	220	Precinct 2 Administration-	FICA	$0.00
5-1200-431-00-122-005-0-	230	Precinct 2 Administration-	RETIREMENT	$0.00
5-1200-431-00-122-005-0-	250	Precinct 2 Administration-	UNEMPLOYMENT COMP	$0.00
5-1200-431-00-122-005-0-	260	Precinct 2 Administration-	WORKER'S COMP	$0.00
			2015 Budgetary Impact	$0.00

Possible Funding Sources: **No Fiscal Impact.**

Comments:

Previously approved by CC on 12/2/14 (refer to agenda item no. 47597).

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

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To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, December 16, 2014**

Agenda Item: **47669**

Summary of request/proposal:
CW Mech Shop (1200):
Approval to change the position title for the following full-time positions.

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1200	Mechanic IV to Mechanic V	0010	113	47,703.00	47,703.00	0.00
1200	Mechanic III to Mechanic IV	0002	113	45,266.00	45,266.00	0.00
				92,969.00	92,969.00	0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1200-431-00-122-004-0-	113	CW Mech Shop-	REGULAR FULL TIME	$0.00
5-1200-431-00-122-004-0-	211	CW Mech Shop-	HEALTH INSURANCE	$0.00
5-1200-431-00-122-004-0-	212	CW Mech Shop-	LIFE INSURANCE	$0.00
5-1200-431-00-122-004-0-	220	CW Mech Shop-	FICA	$0.00
5-1200-431-00-122-004-0-	230	CW Mech Shop-	RETIREMENT	$0.00
5-1200-431-00-122-004-0-	250	CW Mech Shop-	UNEMPLOYMENT COMP	$0.00
5-1200-431-00-122-004-0-	260	CW Mech Shop-	WORKER'S COMP	$0.00
			2015 Budgetary Impact	$0.00

Possible Funding Sources: **No Fiscal Impact.**

Comments:

Previously approved by CC on 12/2/14 (refer to agenda item no. 47597).

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

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To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, December 16, 2014**

Agenda Item: **47669**

Summary of request/proposal:
Pct 2 Rd Maint (1200):
Approval to delete the following full-time positions.

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1200	Maintenance I	0042	113	23,674.00	0.00	(23,674.00)
1200	Traf SA/SP I	0044	113	23,015.00	0.00	(23,015.00)
1200	Maintenance I	0071	113	23,384.00	0.00	(23,384.00)
1200	Maintenance I	0073	113	23,384.00	0.00	(23,384.00)
				93,457.00	0.00	(93,457.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1200-431-00-122-006-0-	113	Pct 2 Rd Maint-	REGULAR FULL TIME	($93,457.00)
5-1200-431-00-122-006-0-	211	Pct 2 Rd Maint-	HEALTH INSURANCE	($23,712.00)
5-1200-431-00-122-006-0-	212	Pct 2 Rd Maint-	LIFE INSURANCE	($150.24)
5-1200-431-00-122-006-0-	220	Pct 2 Rd Maint-	FICA	($7,149.46)
5-1200-431-00-122-006-0-	230	Pct 2 Rd Maint-	RETIREMENT	($9,934.48)
5-1200-431-00-122-006-0-	250	Pct 2 Rd Maint-	UNEMPLOYMENT COMP	($560.74)
5-1200-431-00-122-006-0-	260	Pct 2 Rd Maint-	WORKER'S COMP	($5,149.48)
			2015 Budgetary Impact	($140,113.40)

Possible Funding Sources: **Cost Savings.**

Comments:

SURPLUS FUNDS WILL BE TRANSFERRED TO ADMINISTRATION 122-005 TO FUND THE SALARIES
AND FRINGE BENEFITS OF VARIOUS POSITIONS.
Previously approved by CC on 12/2/14 (refer to agenda item no. 47587).

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, December 16, 2014**

Agenda Item: **47669**

Summary of request/proposal:
Pct 2 Administration (1200):
Approval to delete/create the following full-time positions.

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1200	Accounts Payable Specialist II	0015	113	32,769.00	0.00	(32,769.00)
1200	Accounts Payable Specialist III	0021	113	0.00	37,869.00	37,869.00
1200	Clerk III	0022	113	0.00	28,745.00	28,745.00
				32,769.00	66,614.00	33,845.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1200-431-00-122-005-0-	113	Precinct 2 Administration-	REGULAR FULL TIME	$33,845.00
5-1200-431-00-122-005-0-	211	Precinct 2 Administration-	HEALTH INSURANCE	$5,928.00
5-1200-431-00-122-005-0-	212	Precinct 2 Administration-	LIFE INSURANCE	$37.56
5-1200-431-00-122-005-0-	220	Precinct 2 Administration-	FICA	$2,589.14
5-1200-431-00-122-005-0-	230	Precinct 2 Administration-	RETIREMENT	$3,597.72
5-1200-431-00-122-005-0-	250	Precinct 2 Administration-	UNEMPLOYMENT COMP	$203.07
5-1200-431-00-122-005-0-	260	Precinct 2 Administration-	WORKER'S COMP	$71.07
			2015 Budgetary Impact	$46,271.56

Possible Funding Sources: **Funds from deleted positions in Rd Maintenance account: 5-1200-431-00-122-006-0-XXX**

Comments:

FUNDS FROM DELETED POSITIONS IN RD MAINTENANCE (SLOTS 0042, 0044, 0071, 0073)
Previously approved by CC on 12/2/14 (refer to agenda item no. 47587).

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

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To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, December 16, 2014**

Agenda Item: **47669**

Summary of request/proposal:
CW Mech Shop (1200):
Approval to delete/create the following full-time positions.

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1200	Mechanic III	0003	113	32,131.00	0.00	(32,131.00)
1200	Truck Driver III	0011	113	0.00	34,589.00	34,589.00
1200	Mechanic III	0012	113	0.00	37,359.00	37,359.00
				32,131.00	71,948.00	39,817.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1200-431-00-122-004-0-	113	CW Mech Shop-	REGULAR FULL TIME	$39,817.00
5-1200-431-00-122-004-0-	211	CW Mech Shop-	HEALTH INSURANCE	$5,928.00
5-1200-431-00-122-004-0-	212	CW Mech Shop-	LIFE INSURANCE	$37.56
5-1200-431-00-122-004-0-	220	CW Mech Shop-	FICA	$3,046.00
5-1200-431-00-122-004-0-	230	CW Mech Shop-	RETIREMENT	$4,232.55
5-1200-431-00-122-004-0-	250	CW Mech Shop-	UNEMPLOYMENT COMP	$238.90
5-1200-431-00-122-004-0-	260	CW Mech Shop-	WORKER'S COMP	$2,739.41
			2015 Budgetary Impact	$56,039.42

Possible Funding Sources: **Funds from deleted positions in Rd Maintenance account: 5-1200-431-00-122-006-0-XXX**

Comments:

FUNDS FROM DELETED POSITIONS IN RD MAINTENANCE (SLOTS 0042, 0044, 0071, 0073)
Previously approved by CC on 12/2/14 (refer to agenda item no. 47587).

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

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To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, December 16, 2014**

Agenda Item: **47669**

Summary of request/proposal:
Pct 2 Administration (1200):
Approval to create the following full-time position.

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1200	Executive Assistant IV	0020	113	0.00	70,748.00	70,748.00
				0.00	70,748.00	70,748.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1200-431-00-122-005-0-	113	Precinct 2 Administration-	REGULAR FULL TIME	$70,748.00
5-1200-431-00-122-005-0-	211	Precinct 2 Administration-	HEALTH INSURANCE	$5,928.00
5-1200-431-00-122-005-0-	212	Precinct 2 Administration-	LIFE INSURANCE	$37.56
5-1200-431-00-122-005-0-	220	Precinct 2 Administration-	FICA	$5,412.22
5-1200-431-00-122-005-0-	230	Precinct 2 Administration-	RETIREMENT	$7,520.51
5-1200-431-00-122-005-0-	250	Precinct 2 Administration-	UNEMPLOYMENT COMP	$424.49
5-1200-431-00-122-005-0-	260	Precinct 2 Administration-	WORKER'S COMP	$120.27
			2015 Budgetary Impact	$90,191.05

2015 Budgetary Impact: **$90,191.05**

Possible Funding Sources: **Pct 2 Rd Maint Budget - 5-1200-431-00-122-006-0-890**

Comments:

Previously approved by CC on 12/2/14 (refer to agenda item no. 47596).

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

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To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, December 16, 2014** **Agenda Item:** **47669**

Summary of request/proposal:
EXECUTIVE OFFICE (1100)-
APPROVAL TO CREATE TWO (2) REGULAR FULL-TIME POSITIONS:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	COUNTY OPERATIONS ADMINISTRATOR	0019	113	0.00	86,888.00	86,888.00
1100	COUNTY OPERATIONS ADMINISTRATOR	0020	113	0.00	86,888.00	86,888.00
			ALLOWANCES			
1100	COUNTY OPERATIONS ADMINISTRATOR	0020	118	0.00	5,000.00	5,000.00
				0.00	178,776.00	178,776.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-413-00-125-001-0	113	EXECUTIVE OFFICE	REGULAR FULL TIME	$173,776.00
5-1100-413-00-125-001-0	118	EXECUTIVE OFFICE	AUTO ALLOWANCE	$5,000.00
5-1100-413-00-125-001-0	211	EXECUTIVE OFFICE	HEALTH INSURANCE	$11,856.00
5-1100-413-00-125-001-0	212	EXECUTIVE OFFICE	LIFE INSURANCE	$75.12
5-1100-413-00-125-001-0	220	EXECUTIVE OFFICE	FICA	$13,676.36
5-1100-413-00-125-001-0	230	EXECUTIVE OFFICE	RETIREMENT	$19,003.89
5-1100-413-00-125-001-0	250	EXECUTIVE OFFICE	UNEMPLOYMENT COMP	$1,072.66
5-1100-413-00-125-001-0	260	EXECUTIVE OFFICE	WORKER'S COMP	$375.43
			2015 Budgetary Impact	$224,835.46

2015 Budgetary Impact: $224,835.46

Possible Funding Sources: **Co Wide Contingency 5-1100-415-00-115-002-0-899**

Comments:

Creation of positions previously approved by CC on 12/2/14 (refer to agenda item no. 47595).

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

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To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, December 16, 2014**

Agenda Item: **47669**

Summary of request/proposal:
Pct 2 Parks (1100):
Approval to delete/create the following full-time positions.

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Maintenance I	0010	113	22,954.00	0.00	(22,954.00)
1100	Heavy Equipment Operator I	0037	113	0.00	29,656.00	29,656.00
				22,954.00	29,656.00	6,702.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-452-00-122-008-0-	113	Precinct 2 Parks-	REGULAR FULL TIME	$6,702.00
5-1100-452-00-122-008-0-	211	Precinct 2 Parks-	HEALTH INSURANCE	$0.00
5-1100-452-00-122-008-0-	212	Precinct 2 Parks-	LIFE INSURANCE	$0.00
5-1100-452-00-122-008-0-	220	Precinct 2 Parks-	FICA	$512.70
5-1100-452-00-122-008-0-	230	Precinct 2 Parks-	RETIREMENT	$712.42
5-1100-452-00-122-008-0-	250	Precinct 2 Parks-	UNEMPLOYMENT COMP	$40.21
5-1100-452-00-122-008-0-	260	Precinct 2 Parks-	WORKER'S COMP	$244.62
			2015 Budgetary Impact	$8,211.95

Possible Funding Sources: **Co Wide Contingency 5-1100-415-00-115-002-0-899**

Comments:

Previously approved by CC on 12/2/14 (refer to agenda item no. 47587).

Hidalgo Co. Budget Office
2/3/2005

DATE: December 16, 2014

DEPARTMENT HEAD: Sergio Cruz

2015
AI- 47669

DEPARTMENT NAME: Dept. of Budget & Mgmt - Public Defender

ACCOUNT NUMBER: 5-1100-41X-XX-XX5-00X-0-XXX

CONTACT PERSON: Obdett Calzada **PHONE:** (956) 292-7025 Ext. 5419

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
5-1100-415-00-115-002-0- 899	Co Wide Adm	Contingency	($9,459.01)
TO			
5-1100-412-30-085-003-0 117	Public Defender	Supplemental Pay	7,340.33
5-1100-412-30-085-003-0 211	Public Defender	Health Insurance	531.02
5-1100-412-30-085-003-0 212	Public Defender	Life Insurance	4.50
5-1100-412-30-085-003-0 220	Public Defender	FICA	750.77
5-1100-412-30-085-003-0 230	Public Defender	Retirement	780.28
5-1100-412-30-085-003-0 250	Public Defender	Unemployment Comp	44.04
5-1100-412-30-085-003-0 260	Public Defender	Workers Comp	8.07
TOTAL BUDGET INCREASE (DECREASE)			0.00

REASON:

To fund supplemental pay associated with the FY 2015 re-entry grant.

SIGNATURE

COMMISSIONERS COURT **DATE** **ATTEST, COUNTY CLERK**

DATE: December 16, 2014

DEPARTMENT HEAD: Sergio Cruz

2015
AI- 47669

DEPARTMENT NAME: Dept. of Budget & Mgmt - Sheriff's Office

ACCOUNT NUMBER: 5-1100-4XX-00-XXX-00X-0-XXX

CONTACT PERSON: Obdett Calzada **PHONE:** (956) 292-7025 Ext. 5419

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
5-1100-415-00-115-002-0- 899	Co Wide Adm	Contingency	($1,220.00)
TO			
5-1100-421-00-280-001-0 119	Sheriff	Clothing Allowance	1,000.00
5-1100-421-00-280-001-0 220	Sheriff	FICA	76.50
5-1100-421-00-280-001-0 230	Sheriff	Retirement	106.30
5-1100-421-00-280-001-0 250	Sheriff	Unemployment Comp	6.00
5-1100-421-00-280-001-0 260	Sheriff	Workers Comp	31.20
TOTAL BUDGET INCREASE (DECREASE)			0.00

REASON:
To fund clothing allowance for FY 2015.

SIGNATURE

COMMISSIONERS COURT

____/____/____
DATE

ATTEST, COUNTY CLERK

DATE: December 16, 2014

DEPARTMENT HEAD: Sergio Cruz

2015
AI- 47669

DEPARTMENT NAME: Dept. of Budget & Mgmt - Tax Office

ACCOUNT NUMBER: 5-1100-415-XX-1XX-00X-0-XXX

CONTACT PERSON: Obdett Calzada **PHONE:** (956) 292-7025 Ext. 5419

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
5-1100-415-00-115-002-0- 899	Co Wide Adm	Contingency	($1,788.45)
TO			
5-1100-415-15-140-001-0 118	Tax Office	Auto Allowance	1,500.00
5-1100-415-15-140-001-0 220	Tax Office	FICA	114.75
5-1100-415-15-140-001-0 230	Tax Office	Retirement	159.45
5-1100-415-15-140-001-0 250	Tax Office	Unemployment Comp	9.00
5-1100-415-15-140-001-0 260	Tax Office	Workers Comp	5.25
TOTAL BUDGET INCREASE (DECREASE)			0.00

REASON:
To fund auto allowance for FY 2015.

SIGNATURE

COMMISSIONERS COURT

____/____/____
DATE

ATTEST, COUNTY CLERK

DATE: December 16, 2014

DEPARTMENT HEAD: Sergio Cruz

2015
Interdepartmental Transfer

DEPARTMENT NAME: Department of Budget & Management for Pct 2
ADMINISTRATION

ACCOUNT NUMBER: 5-1200-431-00-122-00X-0-XXX

CONTACT PERSON: Obdett Calzada **PHONE:** (956) 292-7025 Ext. 5419

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM:			
5-1200-431-00-122-006-0- 890	Pct 2 Rd Maint	Other	(90,191.05)
TO:			
5-1200-431-00-122-005-0- 113	Pct 2 Administration	Reg F/T Employees	70,748.00
5-1200-431-00-122-005-0- 211	Pct 2 Administration	Health Insurance	5,928.00
5-1200-431-00-122-005-0- 212	Pct 2 Administration	Life Insurance	37.56
5-1200-431-00-122-005-0- 220	Pct 2 Administration	FICA	5,412.22
5-1200-431-00-122-005-0- 230	Pct 2 Administration	Retirement	7,520.51
5-1200-431-00-122-005-0- 250	Pct 2 Administration	Unemployment Comp	424.49
5-1200-431-00-122-005-0- 260	Pct 2 Administration	Workers Comp	120.27
	TOTAL BUDGET INCREASE (DECREASE)		**(0.00)**

REASON: To fund the salaries and fringe benefits of one new Executive Assistant IV position.

SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

DATE: December 16, 2014

DEPARTMENT HEAD: Sergio Cruz

2015
Interdepartmental Transfer

DEPARTMENT NAME: Department of Budget and Management for Pct 2 Administration

ACCOUNT NUMBER: 5-1200-431-00-122-00X-0-XXX

CONTACT PERSON: Obdett Calzada **PHONE:** (956) 292-7025 Ext. 5419

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM:			
5-1200-431-00-122-006-0- 113	Pct 2 Rd Maint-	Reg F/T Employees	(33,845.00)
5-1200-431-00-122-006-0- 211	Pct 2 Rd Maint-	Health Insurance	(5,928.00)
5-1200-431-00-122-006-0- 212	Pct 2 Rd Maint-	Life Insurance	(37.56)
5-1200-431-00-122-006-0- 220	Pct 2 Rd Maint-	FICA	(2,589.14)
5-1200-431-00-122-006-0- 230	Pct 2 Rd Maint-	Retirement	(3,597.72)
5-1200-431-00-122-006-0- 250	Pct 2 Rd Maint-	Unemployment Comp	(203.07)
5-1200-431-00-122-006-0- 260	Pct 2 Rd Maint-	Workers Comp	(71.07)
TO:			
5-1200-431-00-122-005-0- 113	Pct 2 Administration-	Reg F/T Employees	33,845.00
5-1200-431-00-122-005-0- 211	Pct 2 Administration-	Health Insurance	5,928.00
5-1200-431-00-122-005-0- 212	Pct 2 Administration-	Life Insurance	37.56
5-1200-431-00-122-005-0- 220	Pct 2 Administration-	FICA	2,589.14
5-1200-431-00-122-005-0- 230	Pct 2 Administration-	Retirement	3,597.72
5-1200-431-00-122-005-0- 250	Pct 2 Administration-	Unemployment Comp	203.07
5-1200-431-00-122-005-0- 260	Pct 2 Administration-	Workers Comp	71.07
TOTAL BUDGET INCREASE (DECREASE)			**0.00**

REASON: To transfer funds from deleted positions in Rd Maintenance to cover the salaries and fringe benefits of various positions in Pct 2 Administration.

SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

DATE: December 16, 2014

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Department of Budget & Management for Pct 2 CW Mech Shop

ACCOUNT NUMBER: 5-1200-431-00-122-00X-0-XXX

CONTACT PERSON: Obdett Calzada **PHONE:** (956) 292-7025 Ext. 5419

2015
Interdepartmental Transfer

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM:			
5-1200-431-00-122-006-0- 113	Pct 2 Rd Maint	Reg F/T Employees	(39,817.00)
5-1200-431-00-122-006-0- 211	Pct 2 Rd Maint	Health Insurance	(5,928.00)
5-1200-431-00-122-006-0- 212	Pct 2 Rd Maint	Life Insurance	(37.56)
5-1200-431-00-122-006-0- 220	Pct 2 Rd Maint	FICA	(3,046.00)
5-1200-431-00-122-006-0- 230	Pct 2 Rd Maint	Retirement	(4,232.55)
5-1200-431-00-122-006-0- 250	Pct 2 Rd Maint	Unemployment Comp	(238.90)
5-1200-431-00-122-006-0- 260	Pct 2 Rd Maint	Workers Comp	(2,739.41)
TO:			
5-1200-431-00-122-004-0- 113	CW Mech Shop	Reg F/T Employees	39,817.00
5-1200-431-00-122-004-0- 211	CW Mech Shop	Health Insurance	5,928.00
5-1200-431-00-122-004-0- 212	CW Mech Shop	Life Insurance	37.56
5-1200-431-00-122-004-0- 220	CW Mech Shop	FICA	3,046.00
5-1200-431-00-122-004-0- 230	CW Mech Shop	Retirement	4,232.55
5-1200-431-00-122-004-0- 250	CW Mech Shop	Unemployment Comp	238.90
5-1200-431-00-122-004-0- 260	CW Mech Shop	Workers Comp	2,739.41
	TOTAL BUDGET INCREASE (DECREASE)		-

REASON: To fund the salaries and fringe benefits of various new positions.

SIGNATURE

COMMISSIONERS COURT

____/____/____
DATE

ATTEST, COUNTY CLERK

DATE: December 16, 2014

DEPARTMENT HEAD: Sergio Cruz

2015
AI- 47669

DEPARTMENT NAME: Dept. of Budget & Mgmt - Executive Office

ACCOUNT NUMBER: 5-1100-41X-00-1X5-00X-0-XXX

CONTACT PERSON: Obdett Calzada **PHONE:** (956) 292-7025 Ext. 5419

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
5-1100-415-00-115-002-0- 899	Co Wide Adm	Contingency	($224,835.46)
TO			
5-1100-413-00-125-001-0 113	Executive Office	Regular F/T Employees	173,776.00
5-1100-413-00-125-001-0 118	Executive Office	Auto Allowance	5,000.00
5-1100-413-00-125-001-0 211	Executive Office	Health Insurance	11,856.00
5-1100-413-00-125-001-0 212	Executive Office	Life Insurance	75.12
5-1100-413-00-125-001-0 220	Executive Office	FICA	13,676.36
5-1100-413-00-125-001-0 230	Executive Office	Retirement	19,003.89
5-1100-413-00-125-001-0 250	Executive Office	Unemployment Comp	1,072.66
5-1100-413-00-125-001-0 260	Executive Office	Workers Comp	375.43
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

To fund two (2) County Operations Administrator positions, slot no 0019 and no 0020.

SIGNATURE

COMMISSIONERS COURT **DATE** **ATTEST, COUNTY CLERK**

DATE: December 16, 2014

DEPARTMENT HEAD: Sergio Cruz

2015
AI- 47669

DEPARTMENT NAME: Dept. of Budget & Mgmt - Pct 2
Parks

ACCOUNT NUMBER: 5-1100-4XX-00-1XX-00X-0-XXX

CONTACT PERSON: Obdett Calzada **PHONE:** (956) 292-7025 Ext. 5419

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
5-1100-415-00-115-002-0- 899	Co Wide Adm	Contingency	($8,211.95)
TO			
5-1100-452-00-122-008-0 113	Pct 2 Parks	Regular F/T Employees	6,702.00
5-1100-452-00-122-008-0 220	Pct 2 Parks	FICA	512.70
5-1100-452-00-122-008-0 230	Pct 2 Parks	Retirement	712.42
5-1100-452-00-122-008-0 250	Pct 2 Parks	Unemployment Comp	40.21
5-1100-452-00-122-008-0 260	Pct 2 Parks	Workers Comp	244.62
TOTAL BUDGET INCREASE (DECREASE)			0.00

REASON:
To partially fund the creation of Heavy Equipment Operator I position, slot no.0037.

SIGNATURE

COMMISSIONERS COURT **DATE** **ATTEST, COUNTY CLERK**

HIDALGO COUNTY
COMMISSIONER COURT
2014 SALARY SCHEDULE

4-1100-413-00-125-001-0

AI - 47669

Executive Office

Slot #	Obj Code	POSITION TITLE	2013 BUDGETED SALARY	2014 ADJUSTED SALARY	2014 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2014 BUDGETED SALARY APPROVED	2014 ACTUAL SALARY	Other Allowances					2014 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0005	113	ENVIRONMENTAL COMPLIANCE COORDINATOR	$78,621.00	$0.00	$78,621.00	0	$0.00	$0.00	$78,621.00	$61,800.00	$0.00	$0.00	$0.00	$0.00	$0.00	$61,800.00
0006	113	COURIER	$23,543.00	$0.00	$23,543.00	0	$0.00	$0.00	$23,543.00	$23,543.00	$300.00	$0.00	$0.00	$0.00	$0.00	$23,843.00
0007	112	COMMISSIONER'S COURT EXECUTIVE OFFICER	$127,240.00	$0.00	$127,240.00	0	$0.00	$0.00	$127,240.00	$127,240.00	$1,560.00	$0.00	$0.00	$0.00	$0.00	$128,800.00
0009	113	ADMINISTRATIVE ASSISTANT IV	$38,222.00	$0.00	$38,222.00	0	$0.00	$0.00	$38,222.00	$38,222.00	$480.00	$0.00	$0.00	$0.00	$0.00	$38,702.00
0010	113	COMMISSIONERS' COURT ADMINISTRATOR	$64,900.00	$0.00	$64,900.00	0	$0.00	$0.00	$64,900.00	$64,900.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$66,100.00
0012	113	ENVIRONMENTAL COMPLIANCE MONITOR	$35,391.00	$0.00	$35,391.00	0	$0.00	$0.00	$35,391.00	$35,391.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35,391.00
0013	113	ADMINISTRATIVE ASSISTANT III	$32,769.00	$0.00	$32,769.00	0	$0.00	$0.00	$32,769.00	$32,769.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,769.00
0015	113	ADMINISTRATIVE ASSISTANT V	$49,020.00	$0.00	$49,020.00	0	$0.00	$0.00	$49,020.00	$49,020.00	$1,440.00	$0.00	$0.00	$0.00	$0.00	$50,460.00
0016	113	ADMINISTRATIVE ASSISTANT III	$36,212.00	$0.00	$36,212.00	0	$0.00	$0.00	$36,212.00	$36,212.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$37,592.00
0017	113	ADMINISTRATIVE OPERATIONS COORDINATOR IV	$50,000.00	$0.00	$50,000.00	0	$0.00	$0.00	$50,000.00	$50,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$50,000.00
0018	113	ENVIRONMENTAL COMPLIANCE MONITOR II	$0.00	$39,963.00	$39,963.00	0	$0.00	$0.00	$39,963.00	$39,963.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,963.00
		APPROVAL TO CREATE THE FOLLOWING FULL TIME POSITION(S), SLOT NO. 0019 AND 0020:														
0019	113	COUNTY OPERATIONS ADMINISTRATOR	$0.00	$86,888.00	$86,888.00	0	$0.00	$0.00	$86,888.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		APPROVAL TO CORRECT THE BUDGETED SALARY AND ADD AUTO ALLOWANCE, SLOT NO. 0020:														
				$86,888.00	$86,888.00				$86,888.00					$5,000.00		
0020	113	COUNTY OPERATIONS ADMINISTRATOR	$0.00	~~$91,888.00~~	~~$91,888.00~~	0	$0.00	$0.00	~~$91,888.00~~	$0.00	$0.00	$0.00	$0.00	~~$0.00~~	$0.00	$0.00
			$535,918.00	$213,739.00	$749,657.00		$0.00	$0.00	$749,657.00	$559,060.00	$6,360.00	$0.00	$0.00	$5,000.00	$0.00	$565,420.00

APPROVAL OF THE ABOVE HIGHLIGHTED PERSONNEL ACTIONS ARE PENDING CC APPROVAL.

HIDALGO COUNTY
COMMISSIONER COURT
2015 SALARY SCHEDULE

5-1100-412-00-055-001-0

AI - 47669

Child Protective Court

Slot #	Obj Code	POSITION TITLE	2014 BUDGETED SALARY	2015 ADJUSTED SALARY	2015 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2015 BUDGETED SALARY APPROVED	2015 ACTUAL SALARY	Other Allowances					2015 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	COURT BAILIFF	$37,574.00	$0.00	$37,574.00	0	$0.00	$0.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		APPROVAL TO DELETE THE FOLLOWING FULL TIME POSITION:														
~~0002~~	~~113~~	~~ADMINISTRATIVE ASSISTANT III~~	~~$32,769.00~~	~~$0.00~~	~~$32,769.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$32,769.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
			$37,574.00	$0.00	$37,574.00		$0.00	$0.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

APPROVAL OF THE ABOVE HIGHLIGHTED PERSONNEL ACTIONS ARE PENDING CC APPROVAL.

HIDALGO COUNTY
COMMISSIONER COURT
2015 SALARY SCHEDULE

5-1100-415-15-140-001-0

AI - 47669

Tax Office

Slot #	Obj Code	POSITION TITLE	2014 BUDGETED SALARY	2015 ADJUSTED SALARY	2015 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2015 BUDGETED SALARY APPROVED	2015 ACTUAL SALARY	Other Allowances					2015 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	111	TAX ASSESSOR/COLLECTOR	$97,500.00	$0.00	$97,500.00	0	$0.00	$0.00	$97,500.00	$0.00	$0.00	$0.00	$0.00	$8,000.00	$0.00	$8,000.00
0002	113	CHIEF DEPUTY II	$76,407.00	$0.00	$76,407.00	0	$0.00	$0.00	$76,407.00	$0.00	$1,440.00	$0.00	$0.00	$6,940.00	$0.00	$8,380.00
0003	113	MANAGER, TAX COLLECTION SECTION	$65,507.00	$0.00	$65,507.00	0	$0.00	$0.00	$65,507.00	$0.00	$1,800.00	$0.00	$0.00	$2,800.00	$0.00	$4,600.00
0004	113	MANAGER, MOTOR VEHICLE LICENSE SEC	$60,098.00	$0.00	$60,098.00	0	$0.00	$0.00	$60,098.00	$0.00	$780.00	$0.00	$0.00	$5,625.00	$0.00	$6,405.00
0005	113	CHIEF FRAUD INVESTIGATOR	$54,203.00	$0.00	$54,203.00	0	$0.00	$0.00	$54,203.00	$0.00	$900.00	$0.00	$0.00	$0.00	$500.00	$1,400.00
0006	113	MANAGER, TAX ASSESSING SECTION	$56,162.00	$0.00	$56,162.00	0	$0.00	$0.00	$56,162.00	$0.00	$900.00	$0.00	$0.00	$0.00	$0.00	$900.00
0007	113	ACCOUNTS REPORT SPECIALIST	$54,349.00	$0.00	$54,349.00	0	$0.00	$0.00	$54,349.00	$0.00	$900.00	$0.00	$0.00	$1,500.00	$0.00	$2,400.00
0008	113	ACCOUNTANT IV	$52,002.00	$0.00	$52,002.00	0	$0.00	$0.00	$52,002.00	$0.00	$0.00	$0.00	$0.00	$1,500.00	$0.00	$1,500.00
0010	113	FRAUD INVESTIGATOR	$44,583.00	$0.00	$44,583.00	0	$0.00	$0.00	$44,583.00	$0.00	$0.00	$0.00	$0.00	$0.00	$500.00	$500.00
0011	113	EXECUTIVE ASSISTANT II	$50,390.00	$0.00	$50,390.00	0	$0.00	$0.00	$50,390.00	$0.00	$660.00	$0.00	$0.00	$0.00	$0.00	$660.00
0012	113	ACCOUNTANT III	$47,703.00	$0.00	$47,703.00	0	$0.00	$0.00	$47,703.00	$0.00	$840.00	$0.00	$0.00	$0.00	$0.00	$840.00
		APPROVAL TO DELETE THE FOLLOWING FULL TIME POSITION:														
~~0014~~	~~113~~	~~ACCOUNTANT III~~	~~$44,583.00~~	~~$0.00~~	~~$44,583.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$44,583.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
		APPROVAL TO DELETE THE FOLLOWING FULL TIME POSITION:														
~~0015~~	~~113~~	~~ACCOUNTANT III~~	~~$47,703.00~~	~~$0.00~~	~~$47,703.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$47,703.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0017	113	DEPUTY CLERK II	$40,372.00	$0.00	$40,372.00	0	$0.00	$0.00	$40,372.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0018	113	DEPUTY CLERK III	$40,347.00	$0.00	$40,347.00	0	$0.00	$0.00	$40,347.00	$0.00	$1,800.00	$0.00	$0.00	$1,500.00	$0.00	$3,300.00
0019	113	DEPUTY CLERK III	$40,347.00	$0.00	$40,347.00	0	$0.00	$0.00	$40,347.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0020	113	DEPUTY CLERK III	$40,347.00	$0.00	$40,347.00	0	$0.00	$0.00	$40,347.00	$0.00	$720.00	$0.00	$0.00	$1,500.00	$0.00	$2,220.00
0021	113	DEPUTY CLERK III	$40,347.00	$0.00	$40,347.00	0	$0.00	$0.00	$40,347.00	$0.00	$1,560.00	$0.00	$0.00	$1,500.00	$0.00	$3,060.00
		APPROVAL TO DELETE THE FOLLOWING FULL TIME POSITION AND AUTO ALLOWANCE:												~~$0.00~~		
~~0023~~	~~113~~	~~DEPUTY CLERK II~~	~~$36,020.00~~	~~$0.00~~	~~$36,020.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$36,020.00~~	~~$0.00~~	~~$900.00~~	~~$0.00~~	~~$0.00~~	~~$750.00~~	~~$0.00~~	~~$1,650.00~~
0025	113	BOOKKEEPER II	$33,917.00	$0.00	$33,917.00	0	$0.00	$0.00	$33,917.00	$0.00	$840.00	$0.00	$0.00	$0.00	$0.00	$840.00
0026	113	DEPUTY CLERK II	$37,145.00	$0.00	$37,145.00	0	$0.00	$0.00	$37,145.00	$0.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$1,020.00
0027	113	TITLE EXAMINER II	$35,064.00	$0.00	$35,064.00	0	$0.00	$0.00	$35,064.00	$0.00	$900.00	$0.00	$0.00	$0.00	$0.00	$900.00
0028	113	DEPUTY CLERK II	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$0.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$1,140.00
0029	113	BOOKKEEPER II	$34,246.00	$0.00	$34,246.00	0	$0.00	$0.00	$34,246.00	$0.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$1,380.00
0030	113	DEPUTY CLERK II	$34,589.00	$0.00	$34,589.00	0	$0.00	$0.00	$34,589.00	$0.00	$1,620.00	$0.00	$0.00	$750.00	$0.00	$2,370.00
0031	113	DEPUTY CLERK II	$34,589.00	$0.00	$34,589.00	0	$0.00	$0.00	$34,589.00	$0.00	$1,380.00	$0.00	$0.00	$750.00	$0.00	$2,130.00
0032	113	DEPUTY CLERK II	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$0.00	$1,140.00	$0.00	$0.00	$750.00	$0.00	$1,890.00
0034	113	DEPUTY CLERK II	$35,651.00	$0.00	$35,651.00	0	$0.00	$0.00	$35,651.00	$0.00	$1,800.00	$0.00	$0.00	$0.00	$0.00	$1,800.00
0035	113	DEPUTY CLERK II	$35,651.00	$0.00	$35,651.00	0	$0.00	$0.00	$35,651.00	$0.00	$1,800.00	$0.00	$0.00	$0.00	$0.00	$1,800.00
0036	113	DEPUTY CLERK II	$31,791.00	$0.00	$31,791.00	0	$0.00	$0.00	$31,791.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$540.00
0037	113	TITLE EXAMINER I	$31,506.00	$0.00	$31,506.00	0	$0.00	$0.00	$31,506.00	$0.00	$780.00	$0.00	$0.00	$0.00	$0.00	$780.00
		APPROVAL TO DELETE THE FOLLOWING FULL TIME POSITION:														
~~0038~~	~~113~~	~~BOOKKEEPER I~~	~~$31,045.00~~	~~$0.00~~	~~$31,045.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$31,045.00~~	~~$0.00~~	~~$1,380.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$1,380.00~~
0039	113	BOOKKEEPER I	$28,094.00	$0.00	$28,094.00	0	$0.00	$0.00	$28,094.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$540.00
0040	113	TECHNICIAN II	$31,045.00	$0.00	$31,045.00	0	$0.00	$0.00	$31,045.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0041	113	ADMINISTRATIVE ASSISTANT III	$33,917.00	$0.00	$33,917.00	0	$0.00	$0.00	$33,917.00	$0.00	$900.00	$0.00	$0.00	$1,500.00	$0.00	$2,400.00
0042	113	DEPUTY CLERK II	$30,486.00	$0.00	$30,486.00	0	$0.00	$0.00	$30,486.00	$0.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$1,380.00
0044	113	DEPUTY CLERK I	$29,828.00	$0.00	$29,828.00	0	$0.00	$0.00	$29,828.00	$0.00	$780.00	$0.00	$0.00	$0.00	$0.00	$780.00
0045	113	DEPUTY CLERK I	$29,730.00	$0.00	$29,730.00	0	$0.00	$0.00	$29,730.00	$0.00	$600.00	$0.00	$0.00	$0.00	$0.00	$600.00

0047	113	DEPUTY CLERK I	$28,745.00	$0.00	$28,745.00	0	$0.00	$0.00	$28,745.00	$0.00	$780.00	$0.00	$0.00	$0.00	$0.00	$780.00
0048	113	DEPUTY CLERK I	$28,745.00	$0.00	$28,745.00	0	$0.00	$0.00	$28,745.00	$0.00	$960.00	$0.00	$0.00	$0.00	$0.00	$960.00
0049	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0051	113	BOOKKEEPER I	$28,094.00	$0.00	$28,094.00	0	$0.00	$0.00	$28,094.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$540.00
0052	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0055	113	DEPUTY CLERK I	$26,234.00	$0.00	$26,234.00	0	$0.00	$0.00	$26,234.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0056	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0058	113	DEPUTY CLERK I	$26,924.00	$0.00	$26,924.00	0	$0.00	$0.00	$26,924.00	$0.00	$780.00	$0.00	$0.00	$0.00	$0.00	$780.00
0059	113	DEPUTY CLERK I	$26,924.00	$0.00	$26,924.00	0	$0.00	$0.00	$26,924.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0060	113	DEPUTY CLERK I	$26,394.00	$0.00	$26,394.00	0	$0.00	$0.00	$26,394.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0061	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0062	113	DEPUTY CLERK I	$26,394.00	$0.00	$26,394.00	0	$0.00	$0.00	$26,394.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0063	113	DEPUTY CLERK I	$26,394.00	$0.00	$26,394.00	0	$0.00	$0.00	$26,394.00	$0.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$1,260.00
0064	113	DEPUTY CLERK I	$26,394.00	$0.00	$26,394.00	0	$0.00	$0.00	$26,394.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0065	113	DEPUTY CLERK I	$26,394.00	$0.00	$26,394.00	0	$0.00	$0.00	$26,394.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0066	113	DEPUTY CLERK I	$26,394.00	$0.00	$26,394.00	0	$0.00	$0.00	$26,394.00	$0.00	$900.00	$0.00	$0.00	$0.00	$0.00	$900.00
0067	113	DEPUTY CLERK I	$26,320.00	$0.00	$26,320.00	0	$0.00	$0.00	$26,320.00	$0.00	$840.00	$0.00	$0.00	$0.00	$0.00	$840.00
0068	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0069	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0070	113	DEPUTY CLERK I	$26,136.00	$0.00	$26,136.00	0	$0.00	$0.00	$26,136.00	$0.00	$1,440.00	$0.00	$0.00	$0.00	$0.00	$1,440.00
0071	113	DEPUTY CLERK I	$26,079.00	$0.00	$26,079.00	0	$0.00	$0.00	$26,079.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		APPROVAL TO INCREASE AUTO ALLOWANCE:												**$4,721.00**		
0072	**113**	**INVENTORY SPECIALIST I**	**$25,993.00**	**$0.00**	**$25,993.00**	**0**	**$0.00**	**$0.00**	**$25,993.00**	**$0.00**	**$360.00**	**$0.00**	**$0.00**	**~~$2,250.00~~**	**$0.00**	**$2,610.00**
0073	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0074	113	DEPUTY CLERK I	$27,835.00	$0.00	$27,835.00	0	$0.00	$0.00	$27,835.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$540.00
0075	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0076	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0077	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$540.00
0078	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0079	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$780.00	$0.00	$0.00	$0.00	$0.00	$780.00
0080	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$720.00	$0.00	$0.00	$0.00	$0.00	$720.00
0081	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0082	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0083	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$600.00	$0.00	$0.00	$0.00	$0.00	$600.00
0084	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0086	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$1,380.00
0088	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0089	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$960.00	$0.00	$0.00	$0.00	$0.00	$960.00
0090	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0091	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0092	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0093	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0094	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$780.00	$0.00	$0.00	$0.00	$0.00	$780.00
0095	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		APPROVAL TO DELETE THE FOLLOWING FULL TIME POSITION:														
~~0096~~	**~~113~~**	**~~DEPUTY CLERK I~~**	**~~$26,014.00~~**	**~~$0.00~~**	**~~$26,014.00~~**	**~~0~~**	**~~$0.00~~**	**~~$0.00~~**	**~~$26,014.00~~**	**~~$0.00~~**	**~~$0.00~~**	**~~$0.00~~**	**~~$0.00~~**	**~~$0.00~~**	**~~$0.00~~**	**~~$0.00~~**
0098	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0099	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0100	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$780.00	$0.00	$0.00	$0.00	$0.00	$780.00
0103	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$960.00	$0.00	$0.00	$0.00	$0.00	$960.00
0104	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0105	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		APPROVAL TO DELETE THE FOLLOWING FULL TIME POSITION:														
~~0106~~	**~~113~~**	**~~DEPUTY CLERK I~~**	**~~$26,173.00~~**	**~~$0.00~~**	**~~$26,173.00~~**	**~~0~~**	**~~$0.00~~**	**~~$0.00~~**	**~~$26,173.00~~**	**~~$0.00~~**	**~~$420.00~~**	**~~$0.00~~**	**~~$0.00~~**	**~~$0.00~~**	**~~$0.00~~**	**~~$420.00~~**
0107	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$480.00	$0.00	$0.00	$0.00	$0.00	$480.00

0108	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$600.00	$0.00	$0.00	$0.00	$0.00	$600.00
0109	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0110	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$540.00
0111	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0112	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$540.00
0113	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0114	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0115	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0116	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0117	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0118	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0119	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0120	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
0121	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0122	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
0123	113	ADMINISTRATIVE ASSISTANT III	$33,917.00	$0.00	$33,917.00	0	$0.00	$0.00	$33,917.00	$0.00	$540.00	$0.00	$0.00	$1,500.00	$0.00	$2,040.00
0124	113	DEPUTY CLERK II	$32,466.00	$0.00	$32,466.00	0	$0.00	$0.00	$32,466.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0125	113	DEPUTY CLERK I	$26,924.00	$0.00	$26,924.00	0	$0.00	$0.00	$26,924.00	$0.00	$900.00	$0.00	$0.00	$0.00	$0.00	$900.00
0126	113	DEPUTY CLERK I	$26,924.00	$0.00	$26,924.00	0	$0.00	$0.00	$26,924.00	$0.00	$600.00	$0.00	$0.00	$0.00	$0.00	$600.00
0127	113	DEPUTY CLERK I	$26,924.00	$0.00	$26,924.00	0	$0.00	$0.00	$26,924.00	$0.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$1,140.00
0128	113	ADMINISTRATIVE ASSISTANT III	$32,960.00	$0.00	$32,960.00	0	$0.00	$0.00	$32,960.00	$0.00	$0.00	$0.00	$0.00	$1,500.00	$0.00	$1,500.00
0129	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0130	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
0131	113	ACCOUNTANT II	$38,222.00	$0.00	$38,222.00	0	$0.00	$0.00	$38,222.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0132	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0133	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0134	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0135	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0136	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0137	113	ACCOUNTANT I	$32,769.00	$0.00	$32,769.00	0	$0.00	$0.00	$32,769.00	$0.00	$720.00	$0.00	$0.00	$0.00	$0.00	$720.00
0138	113	INTERNAL AUDITOR III	$48,149.00	$0.00	$48,149.00	0	$0.00	$0.00	$48,149.00	$0.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$1,020.00
0139	113	DEPUTY CLERK III	$35,391.00	$0.00	$35,391.00	0	$0.00	$0.00	$35,391.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0140	113	ACCOUNTING CLERK II	$32,769.00	$0.00	$32,769.00	0	$0.00	$0.00	$32,769.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0141	113	DEPUTY CLERK II	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0142	113	DEPUTY CLERK II	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$0.00	$780.00	$0.00	$0.00	$0.00	$0.00	$780.00
0143	113	DEPUTY CLERK II	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0144	113	TECHNICIAN IV	$39,560.00	$0.00	$39,560.00	0	$0.00	$0.00	$39,560.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0145	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0146	113	CLERK I	$19,710.00	$1,298.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0147	113	DEPUTY CLERK II	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$540.00
0148	113	DEPUTY CLERK II	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$0.00	$660.00	$0.00	$0.00	$0.00	$0.00	$660.00
0149	113	DEPUTY CLERK II	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0150	113	DEPUTY CLERK II	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0151	113	DEPUTY CLERK II	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0152	113	DEPUTY CLERK II	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0153	113	DATA ENTRY CLERK II	$20,250.00	$758.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		APPROVAL TO DELETE THE FOLLOWING FULL TIME POSITION:														
~~0154~~	~~113~~	~~CLERK II~~	~~$20,250.00~~	~~$758.00~~	~~$21,008.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$21,008.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0155	113	CLERK II	$20,250.00	$758.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0156	113	CLERK II	$20,250.00	$758.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0157	113	CLERK II	$20,250.00	$758.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0158	113	ADMINISTRATIVE ASSISTANT III	$33,233.00	$0.00	$33,233.00	0	$0.00	$0.00	$33,233.00	$0.00	$600.00	$0.00	$0.00	$1,500.00	$0.00	$2,100.00
0159	113	DEPUTY CLERK II	$30,000.00	$0.00	$30,000.00	0	$0.00	$0.00	$30,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		APPROVAL TO CREATE THE FOLLOWING FULL TIME POSITION AND ADD AUTO ALLOWANCE:												**$1,500.00**		
0160	**113**	**ACCOUNTANT IV**	**$0.00**	**$52,002.00**	**$52,002.00**	**0**	**$0.00**	**$0.00**	**$52,002.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	~~**$0.00**~~	**$0.00**	**$0.00**

		APPROVAL TO CREATE THE FOLLOWING FULL TIME POSITION(S):															
0161	113	ADMINISTRATIVE ASSISTANT III	$0.00	$30,000.00	$30,000.00	0	$0.00	$0.00	$30,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0162	113	ACCOUNTANT II	$0.00	$36,000.00	$36,000.00	0	$0.00	$0.00	$36,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0163	113	DEPUTY CLERK II	$0.00	$30,000.00	$30,000.00	0	$0.00	$0.00	$30,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0164	113	DEPUTY CLERK II	$0.00	$30,000.00	$30,000.00	0	$0.00	$0.00	$30,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0165	113	ADMINISTRATIVE ASSISTANT III	$0.00	$30,000.00	$30,000.00	0	$0.00	$0.00	$30,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0166	113	DATA ENTRY CLERK II	$0.00	$21,906.00	$21,906.00	0	$0.00	$0.00	$21,906.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
			$4,205,770.00	$234,238.00	$4,440,008.00		$0.00	$0.00	$4,440,008.00	$0.00	$61,620.00	$0.00	$0.00	$45,336.00	$1,000.00	$103,985.00	

APPROVAL OF THE ABOVE HIGHLIGHTED PERSONNEL ACTIONS ARE PENDING CC APPROVAL.

HIDALGO COUNTY
COMMISSIONER COURT
2015 SALARY SCHEDULE

5-1200-431-00-124-036-0

AI - 47669

Pct 4 Drain Imprv PRG

Slot #	Obj Code	POSITION TITLE	2014 BUDGETED SALARY	2015 ADJUSTED SALARY	2015 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2015 BUDGETED SALARY APPROVED	2015 ACTUAL SALARY	Other Allowances					2015 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	DIRECTOR OF OPERATIONS	$67,800.00	$0.00	$67,800.00	0	$0.00	$0.00	$67,800.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0003	113	EXCAVATOR- HEAVY EQUIP OP	$41,638.00	$0.00	$41,638.00	0	$0.00	$0.00	$41,638.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0004	113	HEAVY EQUIP OP	$41,638.00	$0.00	$41,638.00	0	$0.00	$0.00	$41,638.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
0005	113	HEAVY EQUIPMENT OPERATOR	$32,445.00	$0.00	$32,445.00	0	$0.00	$0.00	$32,445.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0009	113	PIPE LAYER/FITTER	$27,810.00	$0.00	$27,810.00	0	$0.00	$0.00	$27,810.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0014	113	CONSTRUCTION MANAGER	$45,964.00	$0.00	$45,964.00	0	$0.00	$0.00	$45,964.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
0016	113	EXCAVATOR/HEAVY EQUIPMENT OPERATOR	$43,698.00	$0.00	$43,698.00	0	$0.00	$0.00	$43,698.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
0017	113	EXCAVATOR - HEAVY EQUIPMENT OPERATOR	$43,698.00	$0.00	$43,698.00	0	$0.00	$0.00	$43,698.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0018	113	TRUCK DRIVER III	$30,503.00	$0.00	$30,503.00	0	$0.00	$0.00	$30,503.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0019	113	TRUCK DRIVER III	$30,503.00	$0.00	$30,503.00	0	$0.00	$0.00	$30,503.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
0020	113	TRUCK DRIVER III	$30,503.00	$0.00	$30,503.00	0	$0.00	$0.00	$30,503.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
0021	113	TRUCK DRIVER III	$30,503.00	$0.00	$30,503.00	0	$0.00	$0.00	$30,503.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0022	113	TRUCK DRIVER III	$30,503.00	$0.00	$30,503.00	0	$0.00	$0.00	$30,503.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0023	113	TRUCK DRIVER III	$30,503.00	$0.00	$30,503.00	0	$0.00	$0.00	$30,503.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		APPROVAL TO DELETE THE FOLLOWING FULL TIME POSITION (REF AI-47701):														
~~0027~~	~~113~~	~~TRUCK DRIVER II~~	~~$30,503.00~~	~~$0.00~~	~~$30,503.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$30,503.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0028	113	TRUCK DRIVER III	$30,503.00	$0.00	$30,503.00	0	$0.00	$0.00	$30,503.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0030	113	TRUCK DRIVER III	$30,503.00	$0.00	$30,503.00	0	$0.00	$0.00	$30,503.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0031	113	DIRECTOR OF CONSTRUCTION	$49,955.00	$0.00	$49,955.00	0	$0.00	$0.00	$49,955.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0032	113	PROGRAM MANAGER	$60,655.00	$0.00	$60,655.00	0	$0.00	$0.00	$60,655.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
		APPROVAL TO DELETE THE FOLLOWING FULL TIME POSITION:														
~~0033~~	~~113~~	~~MAINTENANCE V~~	~~$30,503.00~~	~~$0.00~~	~~$30,503.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$30,503.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
		APPROVAL TO CREATE THE FOLLOWING FULL TIME POSITION:														
0034	113	HEAVY EQUIPMENT OPERATOR II	$0.00	$30,503.00	$30,503.00	0	$0.00	$0.00	$30,503.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		APPROVAL TO CREATE THE FOLLOWING FULL TIME POSITION (REF AI-47701):														
0035	113	TRUCK DRIVER III	$0.00	$30,503.00	$30,503.00	0	$0.00	$0.00	$30,503.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
			$699,325.00	$61,006.00	$760,331.00		$0.00	$0.00	$760,331.00	$0.00	$3,300.00	$0.00	$0.00	$0.00	$0.00	$3,300.00

APPROVAL OF THE ABOVE HIGHLIGHTED PERSONNEL ACTIONS ARE PENDING CC APPROVAL.

HIDALGO COUNTY
COMMISSIONER COURT
2015 SALARY SCHEDULE

5-1100-412-00-080-002-0

AI - 47669

CRIM DA

Slot #	Obj Code	POSITION TITLE	2014 BUDGETED SALARY	2015 ADJUSTED SALARY	2015 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2015 BUDGETED SALARY APPROVED	2015 ACTUAL SALARY	Other Allowances					2015 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	ASSISTANT DISTRICT ATTORNEY V	$105,625.00	$0.00	$105,625.00	0	$0.00	$0.00	$105,625.00	$0.00	$5,000.00	$0.00	$0.00	$900.00	$0.00	$5,900.00
0003	113	ASSISTANT DISTRICT ATTORNEY V	$102,737.00	$0.00	$102,737.00	0	$0.00	$0.00	$102,737.00	$0.00	$5,000.00	$0.00	$0.00	$900.00	$0.00	$5,900.00
0004	113	ASSISTANT DISTRICT ATTORNEY V	$94,073.00	$0.00	$94,073.00	0	$0.00	$0.00	$94,073.00	$0.00	$5,000.00	$0.00	$0.00	$900.00	$0.00	$5,900.00
0005	113	ASSISTANT DISTRICT ATTORNEY V	$94,073.00	$0.00	$94,073.00	0	$0.00	$0.00	$94,073.00	$0.00	$5,000.00	$0.00	$0.00	$900.00	$0.00	$5,900.00
0006	113	ASSISTANT DISTRICT ATTORNEY V	$85,409.00	$0.00	$85,409.00	0	$0.00	$0.00	$85,409.00	$0.00	$5,000.00	$0.00	$0.00	$900.00	$0.00	$5,900.00
0007	113	ASSISTANT DISTRICT ATTORNEY II	$52,002.00	$0.00	$52,002.00	0	$0.00	$0.00	$52,002.00	$0.00	$0.00	$0.00	$0.00	$900.00	$0.00	$900.00
0008	113	ASSISTANT DISTRICT ATTORNEY V	$89,054.00	$0.00	$89,054.00	0	$0.00	$0.00	$89,054.00	$0.00	$4,320.00	$0.00	$0.00	$900.00	$0.00	$5,220.00
0009	113	ASSISTANT DISTRICT ATTORNEY III	$50,824.00	$0.00	$50,824.00	0	$0.00	$0.00	$50,824.00	$0.00	$960.00	$0.00	$0.00	$900.00	$0.00	$1,860.00
0010	113	ASSISTANT DISTRICT ATTORNEY III	$60,655.00	$0.00	$60,655.00	0	$0.00	$0.00	$60,655.00	$0.00	$1,440.00	$0.00	$0.00	$900.00	$0.00	$2,340.00
0011	113	ASSISTANT DISTRICT ATTORNEY IV	$80,652.00	$0.00	$80,652.00	0	$0.00	$0.00	$80,652.00	$0.00	$5,000.00	$0.00	$0.00	$900.00	$0.00	$5,900.00
0012	113	ASSISTANT DISTRICT ATTORNEY IV	$75,700.00	$0.00	$75,700.00	0	$0.00	$0.00	$75,700.00	$0.00	$3,120.00	$0.00	$0.00	$900.00	$0.00	$4,020.00
0013	113	ASSISTANT DISTRICT ATTORNEY IV	$78,486.00	$0.00	$78,486.00	0	$0.00	$0.00	$78,486.00	$0.00	$4,080.00	$0.00	$0.00	$900.00	$0.00	$4,980.00
0014	113	ASSISTANT DISTRICT ATTORNEY IV	$74,057.00	$0.00	$74,057.00	0	$0.00	$0.00	$74,057.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0015	113	ASSISTANT DISTRICT ATTORNEY IV	$76,199.00	$0.00	$76,199.00	0	$0.00	$0.00	$76,199.00	$0.00	$3,600.00	$0.00	$0.00	$900.00	$0.00	$4,500.00
0016	113	ASSISTANT DISTRICT ATTORNEY IV	$74,345.00	$0.00	$74,345.00	0	$0.00	$0.00	$74,345.00	$0.00	$3,600.00	$0.00	$0.00	$900.00	$0.00	$4,500.00
0017	113	ASSISTANT DISTRICT ATTORNEY II	$52,002.00	$0.00	$52,002.00	0	$0.00	$0.00	$52,002.00	$0.00	$0.00	$0.00	$0.00	$900.00	$0.00	$900.00
0018	113	ASSISTANT DISTRICT ATTORNEY IV	$73,224.00	$0.00	$73,224.00	0	$0.00	$0.00	$73,224.00	$0.00	$3,120.00	$0.00	$0.00	$900.00	$0.00	$4,020.00
0019	113	ASSISTANT DISTRICT ATTORNEY IV	$68,633.00	$0.00	$68,633.00	0	$0.00	$0.00	$68,633.00	$0.00	$3,360.00	$0.00	$0.00	$900.00	$0.00	$4,260.00
0020	113	ASSISTANT DISTRICT ATTORNEY III	$58,671.00	$0.00	$58,671.00	0	$0.00	$0.00	$58,671.00	$0.00	$1,200.00	$0.00	$0.00	$900.00	$0.00	$2,100.00
0021	113	ASSISTANT DISTRICT ATTORNEY III	$58,605.00	$0.00	$58,605.00	0	$0.00	$0.00	$58,605.00	$0.00	$0.00	$0.00	$0.00	$900.00	$0.00	$900.00
0022	113	ASSISTANT DISTRICT ATTORNEY IV	$64,963.00	$0.00	$64,963.00	0	$0.00	$0.00	$64,963.00	$0.00	$3,360.00	$0.00	$0.00	$900.00	$0.00	$4,260.00
0023	113	ASSISTANT DISTRICT ATTORNEY IV	$69,562.00	$0.00	$69,562.00	0	$0.00	$0.00	$69,562.00	$0.00	$2,640.00	$0.00	$0.00	$900.00	$0.00	$3,540.00
0024	113	ASSISTANT DISTRICT ATTORNEY II	$50,634.00	$0.00	$50,634.00	0	$0.00	$0.00	$50,634.00	$0.00	$0.00	$0.00	$0.00	$900.00	$0.00	$900.00
		APPROVAL TO DECREASE AUTO ALLOWANCE:											$9,814.00			
0026	113	ASSISTANT DISTRICT ATTORNEY IV	$62,874.00	$0.00	$62,874.00	0	$0.00	$0.00	$62,874.00	$0.00	$2,640.00	$0.00	~~$9,837.00~~	$900.00	$0.00	$13,377.00
0027	113	ASSISTANT DISTRICT ATTORNEY III	$62,841.00	$0.00	$62,841.00	0	$0.00	$0.00	$62,841.00	$0.00	$3,120.00	$0.00	$0.00	$900.00	$0.00	$4,020.00
0028	113	ASSISTANT DISTRICT ATTORNEY IV	$61,272.00	$0.00	$61,272.00	0	$0.00	$0.00	$61,272.00	$0.00	$3,120.00	$0.00	$0.00	$900.00	$0.00	$4,020.00
0029	113	ASSISTANT DISTRICT ATTORNEY III	$52,139.00	$0.00	$52,139.00	0	$0.00	$0.00	$52,139.00	$0.00	$1,440.00	$0.00	$0.00	$900.00	$0.00	$2,340.00
0030	113	ASSISTANT DISTRICT ATTORNEY III	$57,462.00	$0.00	$57,462.00	0	$0.00	$0.00	$57,462.00	$0.00	$0.00	$0.00	$0.00	$900.00	$0.00	$900.00
0031	113	ASSISTANT DISTRICT ATTORNEY III	$60,785.00	$0.00	$60,785.00	0	$0.00	$0.00	$60,785.00	$0.00	$2,400.00	$0.00	$0.00	$900.00	$0.00	$3,300.00
0032	113	ASSISTANT DISTRICT ATTORNEY III	$58,602.00	$0.00	$58,602.00	0	$0.00	$0.00	$58,602.00	$0.00	$2,400.00	$0.00	$0.00	$900.00	$0.00	$3,300.00
0033	113	ASSISTANT DISTRICT ATTORNEY II	$52,002.00	$0.00	$52,002.00	0	$0.00	$0.00	$52,002.00	$0.00	$0.00	$0.00	$0.00	$900.00	$0.00	$900.00
0034	113	CRIMINAL INVESTIGATOR III	$56,537.00	$0.00	$56,537.00	0	$0.00	$0.00	$56,537.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0035	113	HUMAN RESOURCES COORDINATOR IV	$59,967.00	$0.00	$59,967.00	0	$0.00	$0.00	$59,967.00	$0.00	$1,800.00	$0.00	$0.00	$0.00	$0.00	$1,800.00
0036	113	ASSISTANT DISTRICT ATTORNEY III	$59,760.00	$0.00	$59,760.00	0	$0.00	$0.00	$59,760.00	$0.00	$2,400.00	$0.00	$0.00	$900.00	$0.00	$3,300.00
0038	113	ASSISTANT DISTRICT ATTORNEY III	$57,561.00	$0.00	$57,561.00	0	$0.00	$0.00	$57,561.00	$0.00	$2,400.00	$0.00	$0.00	$900.00	$0.00	$3,300.00
0039	113	ASSISTANT DISTRICT ATTORNEY III	$52,002.00	$0.00	$52,002.00	0	$0.00	$0.00	$52,002.00	$0.00	$5,000.00	$0.00	$0.00	$900.00	$0.00	$5,900.00
0040	113	ASSISTANT DISTRICT ATTORNEY III	$55,932.00	$0.00	$55,932.00	0	$0.00	$0.00	$55,932.00	$0.00	$2,160.00	$0.00	$0.00	$900.00	$0.00	$3,060.00
0041	113	ASSISTANT DISTRICT ATTORNEY II	$49,105.00	$0.00	$49,105.00	0	$0.00	$0.00	$49,105.00	$0.00	$0.00	$0.00	$0.00	$900.00	$0.00	$900.00
0042	113	CRIMINAL INVESTIGATOR II	$53,295.00	$0.00	$53,295.00	0	$0.00	$0.00	$53,295.00	$0.00	$1,080.00	$0.00	$0.00	$3,600.00	$0.00	$4,680.00
0043	113	ASSISTANT DISTRICT ATTORNEY III	$49,350.00	$0.00	$49,350.00	0	$0.00	$0.00	$49,350.00	$0.00	$0.00	$0.00	$0.00	$900.00	$0.00	$900.00
0044	113	ASSISTANT DISTRICT ATTORNEY II	$47,503.00	$0.00	$47,503.00	0	$0.00	$0.00	$47,503.00	$0.00	$0.00	$0.00	$0.00	$900.00	$0.00	$900.00
0045	113	ASSISTANT DISTRICT ATTORNEY III	$50,417.00	$0.00	$50,417.00	0	$0.00	$0.00	$50,417.00	$0.00	$0.00	$0.00	$0.00	$900.00	$0.00	$900.00
0046	113	ASSISTANT DISTRICT ATTORNEY III	$55,932.00	$0.00	$55,932.00	0	$0.00	$0.00	$55,932.00	$0.00	$2,160.00	$0.00	$0.00	$900.00	$0.00	$3,060.00

0047	113	ASSISTANT DISTRICT ATTORNEY II	$50,280.00	$0.00	$50,280.00	0	$0.00	$0.00	$50,280.00	$0.00	$0.00	$0.00	$0.00	$900.00	$0.00	$900.00
0048	113	ASSISTANT DISTRICT ATTORNEY III	$50,342.00	$0.00	$50,342.00	0	$0.00	$0.00	$50,342.00	$0.00	$0.00	$0.00	$0.00	$900.00	$0.00	$900.00
0049	113	ASSISTANT DISTRICT ATTORNEY III	$50,421.00	$0.00	$50,421.00	0	$0.00	$0.00	$50,421.00	$0.00	$0.00	$0.00	$4,122.00	$900.00	$0.00	$5,022.00
0050	111	CRIMINAL DISTRICT ATTORNEY	$50,114.00	$0.00	$50,114.00	0	$0.00	$0.00	$50,114.00	$0.00	$0.00	$0.00	$0.00	$8,000.00	$0.00	$8,000.00
0051	113	ASSISTANT DISTRICT ATTORNEY III	$48,773.00	$0.00	$48,773.00	0	$0.00	$0.00	$48,773.00	$0.00	$0.00	$0.00	$0.00	$900.00	$0.00	$900.00
0052	113	ACCOUNTANT IV	$48,644.00	$0.00	$48,644.00	0	$0.00	$0.00	$48,644.00	$0.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$1,380.00
0053	113	CRIMINAL INVESTIGATOR I	$41,120.00	$0.00	$41,120.00	0	$0.00	$0.00	$41,120.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0055	113	EXECUTIVE ASSISTANT II	$37,589.00	$0.00	$37,589.00	0	$0.00	$0.00	$37,589.00	$0.00	$1,440.00	$0.00	$0.00	$0.00	$0.00	$1,440.00
0056	113	EXECUTIVE ASSISTANT I	$41,964.00	$0.00	$41,964.00	0	$0.00	$0.00	$41,964.00	$0.00	$1,800.00	$0.00	$0.00	$0.00	$0.00	$1,800.00
0057	113	EXECUTIVE ASSISTANT I	$37,589.00	$0.00	$37,589.00	0	$0.00	$0.00	$37,589.00	$0.00	$1,500.00	$0.00	$0.00	$0.00	$0.00	$1,500.00
0058	113	EXECUTIVE ASSISTANT I	$37,589.00	$0.00	$37,589.00	0	$0.00	$0.00	$37,589.00	$0.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$1,320.00
0060	113	ADMINISTRATIVE ASSISTANT IV	$34,469.00	$0.00	$34,469.00	0	$0.00	$0.00	$34,469.00	$0.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$1,260.00
0061	113	ADMINISTRATIVE ASSISTANT IV	$34,366.00	$0.00	$34,366.00	0	$0.00	$0.00	$34,366.00	$0.00	$780.00	$0.00	$0.00	$0.00	$0.00	$780.00
0062	113	ADMINISTRATIVE ASSISTANT IV	$34,322.00	$0.00	$34,322.00	0	$0.00	$0.00	$34,322.00	$0.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$1,200.00
0063	113	ADMINISTRATIVE ASSISTANT IV	$34,322.00	$0.00	$34,322.00	0	$0.00	$0.00	$34,322.00	$0.00	$1,440.00	$0.00	$0.00	$0.00	$0.00	$1,440.00
0064	113	ADMINISTRATIVE ASSISTANT IV	$34,322.00	$0.00	$34,322.00	0	$0.00	$0.00	$34,322.00	$0.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$1,080.00
0065	113	ADMINISTRATIVE ASSISTANT IV	$33,222.00	$0.00	$33,222.00	0	$0.00	$0.00	$33,222.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0066	113	ADMINISTRATIVE ASSISTANT II	$28,094.00	$0.00	$28,094.00	0	$0.00	$0.00	$28,094.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0067	113	ADMINISTRATIVE ASSISTANT III	$32,218.00	$0.00	$32,218.00	0	$0.00	$0.00	$32,218.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$540.00
0068	113	ADMINISTRATIVE ASSISTANT III	$32,113.00	$0.00	$32,113.00	0	$0.00	$0.00	$32,113.00	$0.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$1,140.00
0069	113	ADMINISTRATIVE ASSISTANT I	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0070	113	ADMINISTRATIVE ASSISTANT II	$27,856.00	$0.00	$27,856.00	0	$0.00	$0.00	$27,856.00	$0.00	$720.00	$0.00	$0.00	$0.00	$0.00	$720.00
0071	113	ADMINISTRATIVE ASSISTANT I	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0072	113	ADMINISTRATIVE ASSISTANT II	$26,863.00	$0.00	$26,863.00	0	$0.00	$0.00	$26,863.00	$0.00	$720.00	$0.00	$0.00	$0.00	$0.00	$720.00
0073	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
0074	113	ADMINISTRATIVE ASSISTANT II	$25,869.00	$0.00	$25,869.00	0	$0.00	$0.00	$25,869.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0075	113	ADMINISTRATIVE ASSISTANT II	$25,006.00	$0.00	$25,006.00	0	$0.00	$0.00	$25,006.00	$0.00	$600.00	$0.00	$0.00	$0.00	$0.00	$600.00
0076	113	ADMINISTRATIVE ASSISTANT II	$24,918.00	$0.00	$24,918.00	0	$0.00	$0.00	$24,918.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$540.00
0077	113	ADMINISTRATIVE ASSISTANT II	$24,879.00	$0.00	$24,879.00	0	$0.00	$0.00	$24,879.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$540.00
0078	113	ADMINISTRATIVE ASSISTANT II	$24,879.00	$0.00	$24,879.00	0	$0.00	$0.00	$24,879.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$540.00
0079	113	ADMINISTRATIVE ASSISTANT II	$24,879.00	$0.00	$24,879.00	0	$0.00	$0.00	$24,879.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$540.00
0080	113	ADMINISTRATIVE ASSISTANT II	$23,977.00	$0.00	$23,977.00	0	$0.00	$0.00	$23,977.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$540.00
0081	113	ADMINISTRATIVE ASSISTANT I	$19,626.00	$0.00	$19,626.00	0	$0.00	$0.00	$19,626.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0082	113	ADMINISTRATIVE ASSISTANT I	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0083	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0084	113	ADMINISTRATIVE ASSISTANT I	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0085	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0086	113	ADMINISTRATIVE ASSISTANT I	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0087	113	CRIMINAL INVESTIGATOR I	$44,583.00	$0.00	$44,583.00	0	$0.00	$0.00	$44,583.00	$0.00	$0.00	$0.00	$0.00	$3,600.00	$0.00	$3,600.00
0088	113	ADMINISTRATIVE ASSISTANT I	$22,660.00	$0.00	$22,660.00	0	$0.00	$0.00	$22,660.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0090	113	ASSISTANT DISTRICT ATTORNEY III	$60,654.00	$0.00	$60,654.00	0	$0.00	$0.00	$60,654.00	$0.00	$1,680.00	$0.00	$0.00	$900.00	$0.00	$2,580.00
0091	113	ASSISTANT DISTRICT ATTORNEY IV	$70,748.00	$0.00	$70,748.00	0	$0.00	$0.00	$70,748.00	$0.00	$4,560.00	$0.00	$0.00	$900.00	$0.00	$5,460.00
0092	113	ASSISTANT DISTRICT ATTORNEY II	$52,002.00	$0.00	$52,002.00	0	$0.00	$0.00	$52,002.00	$0.00	$0.00	$0.00	$0.00	$900.00	$0.00	$900.00
0093	113	ASSISTANT DISTRICT ATTORNEY II	$52,002.00	$0.00	$52,002.00	0	$0.00	$0.00	$52,002.00	$0.00	$0.00	$0.00	$0.00	$900.00	$0.00	$900.00
0095	113	ASSISTANT DISTRICT ATTORNEY III	$47,356.00	$0.00	$47,356.00	0	$0.00	$0.00	$47,356.00	$0.00	$0.00	$0.00	$0.00	$900.00	$0.00	$900.00
0096	113	ADMINISTRATIVE ASSISTANT II	$29,078.00	$0.00	$29,078.00	0	$0.00	$0.00	$29,078.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0097	113	ASSISTANT DISTRICT ATTORNEY III	$60,655.00	$0.00	$60,655.00	0	$0.00	$0.00	$60,655.00	$0.00	$1,920.00	$0.00	$0.00	$900.00	$0.00	$2,820.00
0098	113	ASSISTANT DISTRICT ATTORNEY III	$51,117.00	$0.00	$51,117.00	0	$0.00	$0.00	$51,117.00	$0.00	$4,560.00	$0.00	$0.00	$900.00	$0.00	$5,460.00
0099	113	CRIMINAL INVESTIGATOR II	$53,822.00	$0.00	$53,822.00	0	$0.00	$0.00	$53,822.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$540.00
0100	113	CRIMINAL INVESTIGATOR II	$50,000.00	$0.00	$50,000.00	0	$0.00	$0.00	$50,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0101	113	ASSISTANT DISTRICT ATTORNEY II	$52,002.00	$0.00	$52,002.00	0	$0.00	$0.00	$52,002.00	$0.00	$0.00	$0.00	$0.00	$900.00	$0.00	$900.00
0102	113	ASSISTANT DISTRICT ATTORNEY II	$52,002.00	$0.00	$52,002.00	0	$0.00	$0.00	$52,002.00	$0.00	$0.00	$0.00	$0.00	$900.00	$0.00	$900.00
0103	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0105	113	ASSISTANT DISTRICT ATTORNEY II	$55,100.00	$0.00	$55,100.00	0	$0.00	$0.00	$55,100.00	$0.00	$0.00	$0.00	$0.00	$900.00	$0.00	$900.00
0106	113	ADMINISTRATIVE ASSISTANT II	$29,200.00	$0.00	$29,200.00	0	$0.00	$0.00	$29,200.00	$0.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$1,260.00
0107	113	ADMINISTRATIVE ASSISTANT I	$28,094.00	$0.00	$28,094.00	0	$0.00	$0.00	$28,094.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

0108	113	ACCOUNTANT III	$34,469.00	$0.00	$34,469.00	0	$0.00	$0.00	$34,469.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
			$4,899,555.00	$0.00	$4,899,555.00		$0.00	$0.00	$4,899,555.00	$0.00	$133,220.00	$0.00	$13,936.00	$62,900.00	$0.00	$210,079.00

APPROVAL OF THE ABOVE HIGHLIGHTED PERSONNEL ACTIONS ARE PENDING CC APPROVAL.

HIDALGO COUNTY
COMMISSIONER COURT
2015 SALARY SCHEDULE

5-1100-412-30-085-003-0

AI - 47669

PUBLIC DEFENDER

Slot #	Obj Code	POSITION TITLE	2014 BUDGETED SALARY	2015 ADJUSTED SALARY	2015 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2015 BUDGETED SALARY APPROVED	2015 ACTUAL SALARY	Other Allowances					2015 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	PUBLIC DEFENDER II	$53,822.00	$0.00	$53,822.00	0	$0.00	$0.00	$53,822.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0002	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		APPROVAL TO AUTHORIZE ALLOWANCE:											$9,844.00			
0003	112	CHIEF PUBLIC DEFENDER	$89,981.00	$0.00	$89,981.00	0	$0.00	$0.00	$89,981.00	$0.00	$720.00	$0.00	$0.00	$0.00	$0.00	$720.00
0004	113	1st ASSISTANT PUBLIC DEFENDER	$67,800.00	$0.00	$67,800.00	0	$0.00	$0.00	$67,800.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0005	113	PUBLIC DEFENDER II	$52,002.00	$0.00	$52,002.00	0	$0.00	$0.00	$52,002.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0006	113	PUBLIC DEFENDER II	$52,002.00	$0.00	$52,002.00	0	$0.00	$0.00	$52,002.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0007	113	PUBLIC DEFENDER II	$52,002.00	$0.00	$52,002.00	0	$0.00	$0.00	$52,002.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0008	113	PUBLIC DEFENDER II	$56,238.00	$0.00	$56,238.00	0	$0.00	$0.00	$56,238.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0009	113	INVESTIGATOR I	$44,583.00	$0.00	$44,583.00	0	$0.00	$0.00	$44,583.00	$0.00	$600.00	$0.00	$0.00	$0.00	$0.00	$600.00
0010	113	INTAKE CLERK	$32,769.00	$0.00	$32,769.00	0	$0.00	$0.00	$32,769.00	$0.00	$480.00	$0.00	$0.00	$0.00	$0.00	$480.00
0011	113	ADMINISTRATIVE ASSISTANT III	$36,257.00	$0.00	$36,257.00	0	$0.00	$0.00	$36,257.00	$0.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$1,380.00
0012	113	PUBLIC DEFENDER II	$52,002.00	$0.00	$52,002.00	0	$0.00	$0.00	$52,002.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0013	113	CLERK I	$19,121.00	$1,887.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0018	113	PUBLIC DEFENDER II	$50,487.00	$0.00	$50,487.00	0	$0.00	$0.00	$50,487.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
			$683,153.00	$1,887.00	$685,040.00		$0.00	$0.00	$685,040.00	$0.00	$3,960.00	$0.00	$9,844.00	$0.00	$0.00	$3,960.00

APPROVAL OF THE ABOVE HIGHLIGHTED PERSONNEL ACTIONS ARE PENDING CC APPROVAL.

HIDALGO COUNTY
COMMISSIONER COURT
2015 SALARY SCHEDULE

5-1100-421-00-280-001-0

AI - 47669

SHERIFF

Slot #	Obj Code	POSITION TITLE	2014 BUDGETED SALARY	2015 ADJUSTED SALARY	2015 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2015 BUDGETED SALARY APPROVED	2015 ACTUAL SALARY	Other Allowances					2015 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	111	COUNTY SHERIFF	$140,595.00	$0.00	$140,595.00	0	$0.00	$0.00	$140,595.00	$0.00	$0.00	$0.00	$3,300.00	$0.00	$0.00	$3,300.00
0003	113	DIVISION COMMANDER	$77,250.00	$0.00	$77,250.00	0	$0.00	$0.00	$77,250.00	$0.00	$540.00	$0.00	$3,600.00	$0.00	$500.00	$4,640.00
0004	113	DIVISION COMMANDER	$77,250.00	$0.00	$77,250.00	0	$0.00	$0.00	$77,250.00	$0.00	$60.00	$0.00	$1,800.00	$0.00	$500.00	$2,360.00
0005	113	CAPTAIN	$66,950.00	$0.00	$66,950.00	0	$0.00	$0.00	$66,950.00	$0.00	$1,500.00	$0.00	$1,800.00	$0.00	$500.00	$3,800.00
0006	113	CAPTAIN	$66,950.00	$0.00	$66,950.00	0	$0.00	$0.00	$66,950.00	$0.00	$1,500.00	$0.00	$1,800.00	$0.00	$500.00	$3,800.00
0007	113	CAPTAIN	$66,950.00	$0.00	$66,950.00	0	$0.00	$0.00	$66,950.00	$0.00	$1,200.00	$0.00	$1,200.00	$0.00	$500.00	$2,900.00
0008	113	CAPTAIN	$66,950.00	$0.00	$66,950.00	0	$0.00	$0.00	$66,950.00	$0.00	$900.00	$0.00	$3,300.00	$0.00	$0.00	$4,200.00
0010	113	LIEUTENANT STEP IV	$57,759.00	$0.00	$57,759.00	0	$0.00	$0.00	$57,759.00	$0.00	$1,500.00	$0.00	$3,300.00	$0.00	$0.00	$4,800.00
		APPROVAL TO ADD ALLOWANCE:													$500.00	
0011	113	LIEUTENANT STEP III	$57,759.00	($1,954.00)	$55,805.00	0	$0.00	$0.00	$55,805.00	$0.00	$1,200.00	$0.00	$1,800.00	$0.00	~~$0.00~~	$3,000.00
0012	113	LIEUTENANT STEP III	$55,805.00	$0.00	$55,805.00	0	$0.00	$0.00	$55,805.00	$0.00	$1,200.00	$0.00	$3,000.00	$0.00	$500.00	$4,700.00
0013	113	LIEUTENANT STEP II	$53,918.00	$0.00	$53,918.00	0	$0.00	$0.00	$53,918.00	$0.00	$960.00	$0.00	$3,000.00	$0.00	$500.00	$4,460.00
0014	113	LIEUTENANT STEP III	$55,805.00	$0.00	$55,805.00	0	$0.00	$0.00	$55,805.00	$0.00	$1,500.00	$0.00	$1,800.00	$0.00	$0.00	$3,300.00
		APPROVAL TO ADD ALLOWANCE:													$500.00	
0015	113	LIEUTENANT STEP II	$55,805.00	($1,887.00)	$53,918.00	0	$0.00	$0.00	$53,918.00	$0.00	$1,140.00	$0.00	$1,800.00	$0.00	~~$0.00~~	$2,940.00
0016	113	INFORMATION TECHNOLOGY MANAGER	$56,162.00	$0.00	$56,162.00	0	$0.00	$0.00	$56,162.00	$0.00	$300.00	$0.00	$0.00	$0.00	$500.00	$800.00
0018	113	LIEUTENANT STEP III	$55,805.00	$0.00	$55,805.00	0	$0.00	$0.00	$55,805.00	$0.00	$960.00	$0.00	$1,800.00	$0.00	$0.00	$2,760.00
0019	113	LIEUTENANT STEP II	$57,759.00	($3,841.00)	$53,918.00	0	$0.00	$0.00	$53,918.00	$0.00	$1,500.00	$0.00	$1,800.00	$0.00	$0.00	$3,300.00
0020	113	LIEUTENANT STEP IV	$57,759.00	$0.00	$57,759.00	0	$0.00	$0.00	$57,759.00	$0.00	$1,200.00	$0.00	$1,800.00	$0.00	$500.00	$3,500.00
0021	113	ACCOUNTANT III	$44,583.00	$0.00	$44,583.00	0	$0.00	$0.00	$44,583.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0022	113	SERGEANT STEP III	$50,733.00	$0.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$0.00	$960.00	$0.00	$1,800.00	$0.00	$500.00	$3,260.00
0023	113	SERGEANT STEP II	$49,017.00	$0.00	$49,017.00	0	$0.00	$0.00	$49,017.00	$0.00	$1,200.00	$0.00	$1,800.00	$0.00	$500.00	$3,500.00
0024	113	SERGEANT STEP I	$49,017.00	($1,478.00)	$47,539.00	0	$0.00	$0.00	$47,539.00	$0.00	$660.00	$0.00	$0.00	$0.00	$0.00	$660.00
0025	113	SERGEANT STEP I	$52,508.00	($4,969.00)	$47,539.00	0	$0.00	$0.00	$47,539.00	$0.00	$420.00	$0.00	$0.00	$0.00	$500.00	$920.00
0026	113	SERGEANT STEP II	$49,017.00	$0.00	$49,017.00	0	$0.00	$0.00	$49,017.00	$0.00	$540.00	$0.00	$1,200.00	$0.00	$0.00	$1,740.00
0027	113	SERGEANT STEP III	$50,733.00	$0.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$0.00	$660.00	$0.00	$1,200.00	$0.00	$0.00	$1,860.00
0028	113	SERGEANT STEP II	$49,017.00	$0.00	$49,017.00	0	$0.00	$0.00	$49,017.00	$0.00	$720.00	$0.00	$3,300.00	$0.00	$0.00	$4,020.00
0029	113	SERGEANT STEP II	$49,017.00	$0.00	$49,017.00	0	$0.00	$0.00	$49,017.00	$0.00	$600.00	$0.00	$0.00	$0.00	$500.00	$1,100.00
0030	113	SERGEANT STEP II	$49,017.00	$0.00	$49,017.00	0	$0.00	$0.00	$49,017.00	$0.00	$720.00	$0.00	$1,200.00	$0.00	$0.00	$1,920.00
0031	113	SERGEANT STEP I	$52,508.00	($4,969.00)	$47,539.00	0	$0.00	$0.00	$47,539.00	$0.00	$720.00	$0.00	$0.00	$0.00	$500.00	$1,220.00
0032	113	SERGEANT STEP III	$50,733.00	$0.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$0.00	$780.00	$0.00	$1,200.00	$0.00	$500.00	$2,480.00
0033	113	SERGEANT STEP IV	$52,508.00	$0.00	$52,508.00	0	$0.00	$0.00	$52,508.00	$0.00	$840.00	$0.00	$600.00	$0.00	$0.00	$1,440.00
0034	113	CRIME SCENE SPECIALIST SUPERVISOR	$48,149.00	$0.00	$48,149.00	0	$0.00	$0.00	$48,149.00	$0.00	$1,740.00	$0.00	$0.00	$0.00	$500.00	$2,240.00
0035	113	SERGEANT STEP II	$49,017.00	$0.00	$49,017.00	0	$0.00	$0.00	$49,017.00	$0.00	$540.00	$0.00	$600.00	$0.00	$500.00	$1,640.00
0036	113	SERGEANT STEP II	$50,733.00	($1,716.00)	$49,017.00	0	$0.00	$0.00	$49,017.00	$0.00	$780.00	$0.00	$1,200.00	$0.00	$0.00	$1,980.00
0037	113	SERGEANT STEP II	$49,017.00	$0.00	$49,017.00	0	$0.00	$0.00	$49,017.00	$0.00	$540.00	$0.00	$1,200.00	$0.00	$500.00	$2,240.00
0038	113	SERGEANT STEP III	$52,508.00	($1,775.00)	$50,733.00	0	$0.00	$0.00	$50,733.00	$0.00	$900.00	$0.00	$600.00	$0.00	$0.00	$1,500.00
0039	113	SERGEANT STEP I	$49,017.00	($1,478.00)	$47,539.00	0	$0.00	$0.00	$47,539.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0040	113	SERGEANT STEP II	$49,017.00	$0.00	$49,017.00	0	$0.00	$0.00	$49,017.00	$0.00	$480.00	$0.00	$1,200.00	$0.00	$500.00	$2,180.00
0041	113	SERGEANT STEP III	$50,733.00	$0.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$0.00	$960.00	$0.00	$1,200.00	$0.00	$500.00	$2,660.00
0042	113	CRIME SCENE SPECIALIST	$46,143.00	$0.00	$46,143.00	0	$0.00	$0.00	$46,143.00	$0.00	$840.00	$0.00	$0.00	$0.00	$500.00	$1,340.00
0043	113	CRIME SCENE SPECIALIST	$46,143.00	$0.00	$46,143.00	0	$0.00	$0.00	$46,143.00	$0.00	$840.00	$0.00	$0.00	$0.00	$500.00	$1,340.00

0044	113	CRIME SCENE SPECIALIST	$46,143.00	$0.00	$46,143.00	0	$0.00	$0.00	$46,143.00	$0.00	$780.00	$0.00	$0.00	$0.00	$500.00	$1,280.00
0045	113	MECHANIC V	$44,583.00	$0.00	$44,583.00	0	$0.00	$0.00	$44,583.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0046	113	DEPUTY SHERIFF STEP II	$47,734.00	($7,224.00)	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00	$660.00	$0.00	$2,100.00	$0.00	$500.00	$3,260.00
0047	113	DEPUTY SHERIFF	$47,734.00	($8,594.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00	$120.00	$0.00	$0.00	$0.00	$0.00	$120.00
0048	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$0.00	$1,500.00	$0.00	$3,900.00	$0.00	$500.00	$5,900.00
		APPROVAL TO DELETE ALLOWANCE:													**$0.00**	
0049	**113**	**SR. DEPUTY SHERIFF STEP III**	**$46,120.00**	**$0.00**	**$46,120.00**	**0**	**$0.00**	**$0.00**	**$46,120.00**	**$0.00**	**$660.00**	**$0.00**	**$3,900.00**	**$0.00**	**~~$500.00~~**	**$5,060.00**
0050	113	DEPUTY SHERIFF STEP I	$47,734.00	($8,594.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00	$120.00	$0.00	$1,200.00	$0.00	$0.00	$1,320.00
0051	113	DEPUTY SHERIFF STEP I	$47,734.00	($8,594.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00	$240.00	$0.00	$0.00	$0.00	$0.00	$240.00
0052	113	SR. DEPUTY SHERIFF STEP II	$47,734.00	($3,173.00)	$44,561.00	0	$0.00	$0.00	$44,561.00	$0.00	$660.00	$0.00	$2,100.00	$0.00	$500.00	$3,260.00
0053	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$0.00	$1,320.00	$0.00	$3,900.00	$0.00	$500.00	$5,720.00
0054	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$0.00	$1,260.00	$0.00	$3,300.00	$0.00	$500.00	$5,060.00
0055	113	DEPUTY SHERIFF STEP I	$47,734.00	($8,594.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
0056	113	DEPUTY SHERIFF STEP I	$40,510.00	($1,370.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00	$180.00	$0.00	$1,500.00	$0.00	$0.00	$1,680.00
0057	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$0.00	$960.00	$0.00	$1,800.00	$0.00	$0.00	$2,760.00
0058	113	DEPUTY SHERIFF STEP I	$40,510.00	($1,370.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00	$180.00	$0.00	$0.00	$0.00	$0.00	$180.00
0059	113	DEPUTY SHERIFF STEP I	$47,734.00	($8,594.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00	$60.00	$0.00	$0.00	$0.00	$0.00	$60.00
0060	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00	$360.00	$0.00	$3,300.00	$0.00	$0.00	$3,660.00
0061	113	DEPUTY SHERIFF STEP I	$46,120.00	($6,980.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00	$180.00	$0.00	$1,200.00	$0.00	$0.00	$1,380.00
0062	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00	$720.00	$0.00	$3,300.00	$0.00	$500.00	$4,520.00
0063	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00	$600.00	$0.00	$2,100.00	$0.00	$0.00	$2,700.00
0064	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00	$300.00	$0.00	$2,100.00	$0.00	$500.00	$2,900.00
0065	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00	$360.00	$0.00	$2,100.00	$0.00	$0.00	$2,460.00
0066	113	DEPUTY SHERIFF STEP I	$47,734.00	($8,594.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00	$240.00	$0.00	$0.00	$0.00	$0.00	$240.00
0067	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$0.00	$720.00	$0.00	$0.00	$0.00	$0.00	$720.00
0068	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00	$360.00	$0.00	$2,100.00	$0.00	$500.00	$2,960.00
0069	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00	$240.00	$0.00	$1,800.00	$0.00	$500.00	$2,540.00
0070	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00	$600.00	$0.00	$2,100.00	$0.00	$0.00	$2,700.00
0071	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00	$840.00	$0.00	$0.00	$0.00	$0.00	$840.00
0072	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00	$660.00	$0.00	$0.00	$0.00	$0.00	$660.00
0073	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$0.00	$900.00	$0.00	$3,300.00	$0.00	$500.00	$4,700.00
0074	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0075	113	DEPUTY SHERIFF STEP I	$47,734.00	($8,594.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
0076	113	DEPUTY SHERIFF	$40,510.00	($1,370.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00	$120.00	$0.00	$0.00	$0.00	$0.00	$120.00
0077	113	DEPUTY SHERIFF STEP I	$47,734.00	($8,594.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0078	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$0.00	$840.00	$0.00	$3,300.00	$0.00	$500.00	$4,640.00
0079	113	DEPUTY SHERIFF STEP I	$47,734.00	($8,594.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00	$60.00	$0.00	$1,200.00	$0.00	$0.00	$1,260.00
0080	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00	$780.00	$0.00	$0.00	$0.00	$0.00	$780.00
0081	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00	$600.00	$0.00	$2,100.00	$0.00	$500.00	$3,200.00
0082	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$0.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$1,020.00
0083	113	DEPUTY SHERIFF STEP I	$47,734.00	($8,594.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00	$60.00	$0.00	$0.00	$0.00	$0.00	$60.00
0084	113	DEPUTY SHERIFF STEP I	$40,510.00	($1,370.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00	$240.00	$0.00	$1,500.00	$0.00	$0.00	$1,740.00
0085	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$0.00	$900.00	$0.00	$2,100.00	$0.00	$500.00	$3,500.00
0086	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$0.00	$900.00	$0.00	$3,300.00	$0.00	$500.00	$4,700.00
0087	113	SR. DEPUTY SHERIFF STEP I	$43,054.00	$0.00	$43,054.00	0	$0.00	$0.00	$43,054.00	$0.00	$420.00	$0.00	$2,100.00	$0.00	$500.00	$3,020.00
0088	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$0.00	$840.00	$0.00	$3,300.00	$0.00	$500.00	$4,640.00
0089	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$0.00	$1,020.00	$0.00	$3,300.00	$0.00	$500.00	$4,820.00
0090	113	DEPUTY SHERIFF STEP I	$40,510.00	($1,370.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0091	113	DEPUTY SHERIFF STEP I	$47,734.00	($8,594.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00	$120.00	$0.00	$0.00	$0.00	$0.00	$120.00
0092	113	DEPUTY SHERIFF STEP I	$40,510.00	($1,370.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00	$120.00	$0.00	$0.00	$0.00	$0.00	$120.00
0093	113	DEPUTY SHERIFF	$40,510.00	($1,370.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00	$180.00	$0.00	$0.00	$0.00	$0.00	$180.00
0094	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$0.00	$960.00	$0.00	$3,300.00	$0.00	$0.00	$4,260.00
0095	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$0.00	$900.00	$0.00	$2,700.00	$0.00	$500.00	$4,100.00
0096	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00	$420.00	$0.00	$2,100.00	$0.00	$500.00	$3,020.00

0097	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00	$540.00	$0.00	$2,100.00	$0.00	$0.00	$2,640.00
0098	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$0.00	$1,500.00	$0.00	$1,800.00	$0.00	$0.00	$3,300.00
0099	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$0.00	$1,500.00	$0.00	$1,200.00	$0.00	$0.00	$2,700.00
0100	113	DEPUTY SHERIFF STEP I	$40,314.00	($1,174.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00	$60.00	$0.00	$1,200.00	$0.00	$0.00	$1,260.00
0101	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$0.00	$1,500.00	$0.00	$1,200.00	$0.00	$0.00	$2,700.00
0102	113	DEPUTY SHERIFF STEP I	$43,054.00	($3,914.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00	$60.00	$0.00	$1,800.00	$0.00	$0.00	$1,860.00
0103	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00	$360.00	$0.00	$2,100.00	$0.00	$500.00	$2,960.00
0104	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$0.00	$900.00	$0.00	$1,800.00	$0.00	$0.00	$2,700.00
0105	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$0.00	$840.00	$0.00	$3,300.00	$0.00	$0.00	$4,140.00
0106	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$0.00	$960.00	$0.00	$3,000.00	$0.00	$0.00	$3,960.00
0107	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$0.00	$960.00	$0.00	$1,800.00	$0.00	$0.00	$2,760.00
0108	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00	$420.00	$0.00	$2,100.00	$0.00	$0.00	$2,520.00
0109	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00	$480.00	$0.00	$2,100.00	$0.00	$500.00	$3,080.00
0110	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0111	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0112	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00	$360.00	$0.00	$3,000.00	$0.00	$0.00	$3,360.00
0113	113	DEPUTY SHERIFF STEP I	$40,510.00	($1,370.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00	$120.00	$0.00	$1,200.00	$0.00	$0.00	$1,320.00
0114	113	DEPUTY SHERIFF STEP I	$47,734.00	($8,594.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00	$60.00	$0.00	$0.00	$0.00	$0.00	$60.00
0115	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$0.00	$780.00	$0.00	$3,300.00	$0.00	$500.00	$4,580.00
0116	113	DEPUTY SHERIFF STEP I	$40,510.00	($1,370.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00	$240.00	$0.00	$0.00	$0.00	$0.00	$240.00
0117	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$0.00	$900.00	$0.00	$3,300.00	$0.00	$500.00	$4,700.00
0118	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$0.00	$780.00	$0.00	$3,000.00	$0.00	$0.00	$3,780.00
0119	113	DEPUTY SHERIFF STEP I	$46,120.00	($6,980.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0120	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00	$360.00	$0.00	$2,100.00	$0.00	$500.00	$2,960.00
0121	113	DEPUTY SHERIFF STEP I	$44,561.00	($5,421.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0122	113	DEPUTY SHERIFF STEP I	$46,120.00	($6,980.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00	$60.00	$0.00	$0.00	$0.00	$0.00	$60.00
0123	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$0.00	$1,500.00	$0.00	$3,900.00	$0.00	$0.00	$5,400.00
0124	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$0.00	$780.00	$0.00	$2,100.00	$0.00	$500.00	$3,380.00
0125	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$0.00	$1,020.00	$0.00	$1,200.00	$0.00	$0.00	$2,220.00
0126	113	DEPUTY SHERIFF STEP I	$46,120.00	($6,980.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00	$60.00	$0.00	$0.00	$0.00	$0.00	$60.00
0127	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$0.00	$660.00	$0.00	$2,100.00	$0.00	$0.00	$2,760.00
0128	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00	$240.00	$0.00	$2,100.00	$0.00	$500.00	$2,840.00
0129	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$0.00	$660.00	$0.00	$0.00	$0.00	$0.00	$660.00
0130	113	DEPUTY SHERIFF STEP I	$46,120.00	($6,980.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00	$60.00	$0.00	$0.00	$0.00	$0.00	$60.00
0131	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$0.00	$840.00	$0.00	$3,300.00	$0.00	$500.00	$4,640.00
0132	113	DEPUTY SHERIFF STEP I	$46,120.00	($6,980.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00	$60.00	$0.00	$0.00	$0.00	$0.00	$60.00
0133	113	DEPUTY SHERIFF STEP I	$46,120.00	($6,980.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00	$60.00	$0.00	$3,000.00	$0.00	$0.00	$3,060.00
0134	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$0.00	$900.00	$0.00	$3,300.00	$0.00	$500.00	$4,700.00
0135	113	DEPUTY SHERIFF STEP I	$40,510.00	($1,370.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00	$60.00	$0.00	$1,500.00	$0.00	$0.00	$1,560.00
0136	113	DEPUTY SHERIFF STEP I	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0137	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$0.00	$780.00	$0.00	$1,800.00	$0.00	$0.00	$2,580.00
0138	113	DEPUTY SHERIFF STEP I	$40,510.00	($1,370.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
0139	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$0.00	$660.00	$0.00	$0.00	$0.00	$0.00	$660.00
0140	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$0.00	$660.00	$0.00	$3,000.00	$0.00	$0.00	$3,660.00
0141	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$0.00	$660.00	$0.00	$2,700.00	$0.00	$500.00	$3,860.00
0142	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0143	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$0.00	$600.00	$0.00	$2,100.00	$0.00	$500.00	$3,200.00
0144	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$0.00	$600.00	$0.00	$2,100.00	$0.00	$500.00	$3,200.00
0145	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00	$360.00	$0.00	$2,100.00	$0.00	$500.00	$2,960.00
0146	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$0.00	$960.00	$0.00	$1,200.00	$0.00	$0.00	$2,160.00
0147	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00	$420.00	$0.00	$2,100.00	$0.00	$0.00	$2,520.00
0148	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00	$660.00	$0.00	$2,100.00	$0.00	$0.00	$2,760.00
0149	113	DEPUTY SHERIFF STEP I	$40,510.00	($1,370.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
0150	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00	$480.00	$0.00	$2,100.00	$0.00	$0.00	$2,580.00

0151	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$0.00	$660.00	$0.00	$1,200.00	$0.00	$0.00	$1,860.00
0152	113	SENIOR DEPUTY SHERIFF STEP II	$46,120.00	($1,559.00)	$44,561.00	0	$0.00	$0.00	$44,561.00	$0.00	$420.00	$0.00	$3,300.00	$0.00	$500.00	$4,220.00
0153	113	DEPUTY SHERIFF STEP I	$46,120.00	($6,980.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00	$0.00	$0.00	$1,200.00	$0.00	$0.00	$1,200.00
0154	113	DEPUTY SHERIFF STEP I	$46,120.00	($6,980.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00	$60.00	$0.00	$0.00	$0.00	$0.00	$60.00
0155	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00	$660.00	$0.00	$0.00	$0.00	$0.00	$660.00
0156	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00	$660.00	$0.00	$2,100.00	$0.00	$500.00	$3,260.00
0157	113	DEPUTY SHERIFF STEP I	$46,120.00	($6,980.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00	$60.00	$0.00	$0.00	$0.00	$0.00	$60.00
0158	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$0.00	$780.00	$0.00	$3,300.00	$0.00	$500.00	$4,580.00
0159	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$0.00	$780.00	$0.00	$3,300.00	$0.00	$500.00	$4,580.00
0160	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$0.00	$540.00	$0.00	$1,800.00	$0.00	$0.00	$2,340.00
0161	113	DEPUTY SHERIFF STEP I	$44,561.00	($5,421.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$540.00
0162	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$0.00	$720.00	$0.00	$2,100.00	$0.00	$500.00	$3,320.00
0163	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$0.00	$720.00	$0.00	$0.00	$0.00	$0.00	$720.00
0164	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$0.00	$720.00	$0.00	$3,300.00	$0.00	$0.00	$4,020.00
0165	113	DEPUTY SHERIFF STEP I	$46,120.00	($6,980.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00	$60.00	$0.00	$0.00	$0.00	$0.00	$60.00
0166	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00	$300.00	$0.00	$1,200.00	$0.00	$0.00	$1,500.00
0167	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0168	113	DEPUTY SHERIFF STEP I	$46,120.00	($6,980.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00	$120.00	$0.00	$0.00	$0.00	$0.00	$120.00
0169	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$0.00	$840.00	$0.00	$2,700.00	$0.00	$500.00	$4,040.00
0170	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$0.00	$660.00	$0.00	$5,400.00	$0.00	$500.00	$6,560.00
0171	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0172	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00	$480.00	$0.00	$1,800.00	$0.00	$0.00	$2,280.00
0173	113	DEPUTY SHERIFF STEP I	$40,510.00	($1,370.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0174	113	DEPUTY SHERIFF STEP I	$40,510.00	($1,370.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00	$240.00	$0.00	$1,500.00	$0.00	$0.00	$1,740.00
0175	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00	$720.00	$0.00	$0.00	$0.00	$0.00	$720.00
0176	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$0.00	$720.00	$0.00	$1,200.00	$0.00	$0.00	$1,920.00
0177	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$0.00	$540.00	$0.00	$3,300.00	$0.00	$0.00	$3,840.00
0178	113	DEPUTY SHERIFF STEP I	$46,120.00	($6,980.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00	$120.00	$0.00	$0.00	$0.00	$0.00	$120.00
0179	113	DEPUTY SHERIFF STEP I	$40,510.00	($1,370.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00	$240.00	$0.00	$0.00	$0.00	$0.00	$240.00
0180	113	DEPUTY SHERIFF STEP I	$40,510.00	($1,370.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0181	113	ACCOUNTANT II	$42,236.00	$0.00	$42,236.00	0	$0.00	$0.00	$42,236.00	$0.00	$1,800.00	$0.00	$0.00	$0.00	$0.00	$1,800.00
0182	113	MECHANIC IV	$41,138.00	$0.00	$41,138.00	0	$0.00	$0.00	$41,138.00	$0.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$1,020.00
0183	113	MECHANIC IV	$41,138.00	$0.00	$41,138.00	0	$0.00	$0.00	$41,138.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0184	113	MECHANIC IV	$41,138.00	$0.00	$41,138.00	0	$0.00	$0.00	$41,138.00	$0.00	$660.00	$0.00	$0.00	$0.00	$0.00	$660.00
0185	113	MECHANIC IV	$41,138.00	$0.00	$41,138.00	0	$0.00	$0.00	$41,138.00	$0.00	$780.00	$0.00	$0.00	$0.00	$0.00	$780.00
0186	113	MECHANIC IV	$38,222.00	$0.00	$38,222.00	0	$0.00	$0.00	$38,222.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0187	113	MECHANIC IV	$41,138.00	$0.00	$41,138.00	0	$0.00	$0.00	$41,138.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$540.00
0188	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00	$540.00	$0.00	$2,100.00	$0.00	$500.00	$3,140.00
0189	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00	$720.00	$0.00	$2,100.00	$0.00	$500.00	$3,320.00
0190	113	DEPUTY SHERIFF STEP I	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00	$120.00	$0.00	$0.00	$0.00	$0.00	$120.00
0191	113	SR. DEPUTY SHERIFF STEP II	$44,561.00	$0.00	$44,561.00	0	$0.00	$0.00	$44,561.00	$0.00	$540.00	$0.00	$4,800.00	$0.00	$500.00	$5,840.00
0192	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$540.00
0193	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00	$420.00	$0.00	$1,800.00	$0.00	$500.00	$2,720.00
0194	113	DEPUTY SHERIFF STEP I	$40,510.00	($1,370.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00	$660.00	$0.00	$0.00	$0.00	$0.00	$660.00
0195	113	SR. DEPUTY SHERIFF STEP I	$43,054.00	$0.00	$43,054.00	0	$0.00	$0.00	$43,054.00	$0.00	$420.00	$0.00	$3,300.00	$0.00	$0.00	$3,720.00
0196	113	DEPUTY SHERIFF STEP I	$40,510.00	($1,370.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0197	113	SR. DEPUTY SHERIFF STEP I	$43,054.00	$0.00	$43,054.00	0	$0.00	$0.00	$43,054.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0198	113	DEPUTY SHERIFF STEP I	$44,561.00	($5,421.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00	$60.00	$0.00	$1,200.00	$0.00	$0.00	$1,260.00
0199	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00	$780.00	$0.00	$3,300.00	$0.00	$500.00	$4,580.00
0200	113	SR. DEPUTY SHERIFF STEP I	$43,054.00	$0.00	$43,054.00	0	$0.00	$0.00	$43,054.00	$0.00	$480.00	$0.00	$3,300.00	$0.00	$500.00	$4,280.00
0201	113	DEPUTY SHERIFF STEP I	$40,510.00	($1,370.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
0202	113	SR. DEPUTY SHERIFF STEP I	$43,054.00	$0.00	$43,054.00	0	$0.00	$0.00	$43,054.00	$0.00	$480.00	$0.00	$3,900.00	$0.00	$500.00	$4,880.00
0203	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00	$360.00	$0.00	$2,100.00	$0.00	$0.00	$2,460.00
0204	113	SR. DEPUTY SHERIFF STEP I	$43,054.00	$0.00	$43,054.00	0	$0.00	$0.00	$43,054.00	$0.00	$960.00	$0.00	$3,300.00	$0.00	$500.00	$4,760.00

0205	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00	$660.00	$0.00	$1,200.00	$0.00	$0.00	$1,860.00
0206	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00	$420.00	$0.00	$1,800.00	$0.00	$0.00	$2,220.00
0207	113	SR. DEPUTY SHERIFF STEP I	$43,054.00	$0.00	$43,054.00	0	$0.00	$0.00	$43,054.00	$0.00	$480.00	$0.00	$2,100.00	$0.00	$500.00	$3,080.00
0208	113	SR. DEPUTY SHERIFF STEP II	$44,561.00	$0.00	$44,561.00	0	$0.00	$0.00	$44,561.00	$0.00	$540.00	$0.00	$1,800.00	$0.00	$0.00	$2,340.00
0209	113	DEPUTY SHERIFF STEP I	$44,561.00	($5,421.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00	$0.00	$0.00	$2,100.00	$0.00	$0.00	$2,100.00
0210	113	SR. DEPUTY SHERIFF STEP II	$44,561.00	$0.00	$44,561.00	0	$0.00	$0.00	$44,561.00	$0.00	$480.00	$0.00	$2,100.00	$0.00	$500.00	$3,080.00
0211	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00	$600.00	$0.00	$2,100.00	$0.00	$500.00	$3,200.00
0212	113	SR. DEPUTY SHERIFF STEP II	$44,561.00	$0.00	$44,561.00	0	$0.00	$0.00	$44,561.00	$0.00	$660.00	$0.00	$2,100.00	$0.00	$0.00	$2,760.00
0213	113	SR. DEPUTY SHERIFF STEP II	$44,561.00	$0.00	$44,561.00	0	$0.00	$0.00	$44,561.00	$0.00	$600.00	$0.00	$2,100.00	$0.00	$500.00	$3,200.00
0214	113	SR. DEPUTY SHERIFF STEP II	$44,561.00	$0.00	$44,561.00	0	$0.00	$0.00	$44,561.00	$0.00	$600.00	$0.00	$1,800.00	$0.00	$0.00	$2,400.00
0215	113	DEPUTY SHERIFF STEP I	$40,510.00	($1,370.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00	$480.00	$0.00	$0.00	$0.00	$0.00	$480.00
0216	113	SR. DEPUTY SHERIFF STEP II	$44,561.00	$0.00	$44,561.00	0	$0.00	$0.00	$44,561.00	$0.00	$660.00	$0.00	$2,100.00	$0.00	$500.00	$3,260.00
0217	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00	$360.00	$0.00	$2,100.00	$0.00	$500.00	$2,960.00
0218	113	DEPUTY SHERIFF	$40,510.00	($1,370.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0219	113	SR. DEPUTY SHERIFF STEP II	$44,561.00	$0.00	$44,561.00	0	$0.00	$0.00	$44,561.00	$0.00	$720.00	$0.00	$2,100.00	$0.00	$500.00	$3,320.00
0220	113	SR. DEPUTY SHERIFF STEP I	$43,054.00	$0.00	$43,054.00	0	$0.00	$0.00	$43,054.00	$0.00	$480.00	$0.00	$2,100.00	$0.00	$500.00	$3,080.00
0221	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00	$720.00	$0.00	$2,100.00	$0.00	$500.00	$3,320.00
0222	113	SR. DEPUTY SHERIFF STEP II	$44,561.00	$0.00	$44,561.00	0	$0.00	$0.00	$44,561.00	$0.00	$480.00	$0.00	$1,800.00	$0.00	$500.00	$2,780.00
0223	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00	$360.00	$0.00	$2,100.00	$0.00	$500.00	$2,960.00
0224	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00	$600.00	$0.00	$1,800.00	$0.00	$0.00	$2,400.00
0225	113	DEPUTY SHERIFF STEP I	$43,054.00	($3,914.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00	$60.00	$0.00	$0.00	$0.00	$0.00	$60.00
0226	113	DEPUTY SHERIFF STEP I	$40,510.00	($1,370.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0227	113	DEPUTY SHERIFF STEP I	$43,054.00	($3,914.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00	$240.00	$0.00	$600.00	$0.00	$0.00	$840.00
0228	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00	$660.00	$0.00	$2,100.00	$0.00	$500.00	$3,260.00
0229	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00	$840.00	$0.00	$2,100.00	$0.00	$500.00	$3,440.00
0230	113	SR. DEPUTY SHERIFF STEP I	$43,054.00	$0.00	$43,054.00	0	$0.00	$0.00	$43,054.00	$0.00	$480.00	$0.00	$1,800.00	$0.00	$0.00	$2,280.00
0231	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
0232	113	SR. DEPUTY SHERIFF STEP I	$43,054.00	$0.00	$43,054.00	0	$0.00	$0.00	$43,054.00	$0.00	$480.00	$0.00	$1,200.00	$0.00	$0.00	$1,680.00
0233	113	SR. DEPUTY SHERIFF STEP I	$43,054.00	$0.00	$43,054.00	0	$0.00	$0.00	$43,054.00	$0.00	$480.00	$0.00	$2,100.00	$0.00	$500.00	$3,080.00
0234	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00	$720.00	$0.00	$3,300.00	$0.00	$0.00	$4,020.00
0235	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00	$420.00	$0.00	$2,100.00	$0.00	$500.00	$3,020.00
0236	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00	$600.00	$0.00	$2,100.00	$0.00	$500.00	$3,200.00
0237	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$540.00
0238	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00	$480.00	$0.00	$2,100.00	$0.00	$0.00	$2,580.00
0239	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00	$720.00	$0.00	$0.00	$0.00	$0.00	$720.00
0240	113	CRIMINAL INTELLIGENCE RESEARCH ANA	$36,630.00	$0.00	$36,630.00	0	$0.00	$0.00	$36,630.00	$0.00	$660.00	$0.00	$0.00	$0.00	$500.00	$1,160.00
0241	113	EVIDENCE TECHNICIAN	$35,879.00	$0.00	$35,879.00	0	$0.00	$0.00	$35,879.00	$0.00	$540.00	$0.00	$0.00	$0.00	$500.00	$1,040.00
0242	113	EVIDENCE TECHNICIAN	$35,879.00	$0.00	$35,879.00	0	$0.00	$0.00	$35,879.00	$0.00	$660.00	$0.00	$0.00	$0.00	$500.00	$1,160.00
0243	113	HUMAN RESOURCES SPECIALIST II	$34,135.00	$0.00	$34,135.00	0	$0.00	$0.00	$34,135.00	$0.00	$660.00	$0.00	$0.00	$0.00	$0.00	$660.00
0244	113	COMMUNICATIONS SUPERVISOR	$35,391.00	$0.00	$35,391.00	0	$0.00	$0.00	$35,391.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0246	113	COMMUNICATIONS SUPERVISOR	$35,391.00	$0.00	$35,391.00	0	$0.00	$0.00	$35,391.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
0247	113	QUARTER MASTER	$32,769.00	$0.00	$32,769.00	0	$0.00	$0.00	$32,769.00	$0.00	$840.00	$0.00	$0.00	$0.00	$0.00	$840.00
0248	113	ADMINISTRATIVE ASSISTANT III	$34,067.00	$0.00	$34,067.00	0	$0.00	$0.00	$34,067.00	$0.00	$1,440.00	$0.00	$0.00	$0.00	$0.00	$1,440.00
0249	113	ACCOUNTANT I	$32,769.00	$0.00	$32,769.00	0	$0.00	$0.00	$32,769.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0250	113	COMMUNICATIONS OFFICER	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0251	113	COMMUNICATIONS OFFICER	$31,404.00	$0.00	$31,404.00	0	$0.00	$0.00	$31,404.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0252	113	COMMUNICATIONS OFFICER	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0253	113	COMMUNICATIONS OFFICER	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0254	113	COMMUNICATIONS OFFICER	$31,404.00	$0.00	$31,404.00	0	$0.00	$0.00	$31,404.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0255	113	COMMUNICATIONS OFFICER	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0256	113	COMMUNICATIONS OFFICER	$31,404.00	$0.00	$31,404.00	0	$0.00	$0.00	$31,404.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0257	113	COMMUNICATIONS OFFICER	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$0.00	$60.00	$0.00	$0.00	$0.00	$0.00	$60.00
0258	113	COMMUNICATIONS OFFICER	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0259	113	COMMUNICATIONS OFFICER	$31,404.00	$0.00	$31,404.00	0	$0.00	$0.00	$31,404.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

0260	113	COMMUNICATIONS OFFICER	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0261	113	COMMUNICATIONS OFFICER	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0262	113	COMMUNICATIONS OFFICER	$31,404.00	$0.00	$31,404.00	0	$0.00	$0.00	$31,404.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
0263	113	COMMUNICATIONS OFFICER	$31,404.00	$0.00	$31,404.00	0	$0.00	$0.00	$31,404.00	$0.00	$720.00	$0.00	$0.00	$0.00	$0.00	$720.00
0264	113	COMMUNICATIONS OFFICER	$31,404.00	$0.00	$31,404.00	0	$0.00	$0.00	$31,404.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0265	113	COMMUNICATIONS OFFICER	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0266	113	COMMUNICATIONS OFFICER	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0267	113	COMMUNICATIONS OFFICER	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0268	113	COMMUNICATIONS OFFICER	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0269	113	COMMUNICATIONS OFFICER	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0270	113	COMMUNICATIONS OFFICER	$31,404.00	$0.00	$31,404.00	0	$0.00	$0.00	$31,404.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0272	113	ADMINISTRATIVE ASSISTANT II	$32,029.00	$0.00	$32,029.00	0	$0.00	$0.00	$32,029.00	$0.00	$840.00	$0.00	$0.00	$0.00	$500.00	$1,340.00
0273	113	ASSISTANT QUARTER MASTER	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$0.00	$840.00	$0.00	$0.00	$0.00	$0.00	$840.00
0274	113	ADMINISTRATIVE ASSISTANT I	$27,539.00	$0.00	$27,539.00	0	$0.00	$0.00	$27,539.00	$0.00	$1,500.00	$0.00	$0.00	$0.00	$0.00	$1,500.00
0275	113	ADMINISTRATIVE ASSISTANT I	$27,539.00	$0.00	$27,539.00	0	$0.00	$0.00	$27,539.00	$0.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$1,020.00
0276	113	ADMINISTRATIVE ASSISTANT I	$27,539.00	$0.00	$27,539.00	0	$0.00	$0.00	$27,539.00	$0.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$1,380.00
0277	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0278	113	ADMINISTRATIVE ASSISTANT I	$27,539.00	$0.00	$27,539.00	0	$0.00	$0.00	$27,539.00	$0.00	$1,500.00	$0.00	$0.00	$0.00	$0.00	$1,500.00
0279	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0280	113	ADMINISTRATIVE ASSISTANT I	$26,867.00	$0.00	$26,867.00	0	$0.00	$0.00	$26,867.00	$0.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$1,080.00
0281	113	ADMINISTRATIVE ASSISTANT I	$26,867.00	$0.00	$26,867.00	0	$0.00	$0.00	$26,867.00	$0.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$1,020.00
0282	113	ADMINISTRATIVE ASSISTANT I	$26,867.00	$0.00	$26,867.00	0	$0.00	$0.00	$26,867.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
0283	113	ADMINISTRATIVE ASSISTANT I	$26,867.00	$0.00	$26,867.00	0	$0.00	$0.00	$26,867.00	$0.00	$480.00	$0.00	$0.00	$0.00	$0.00	$480.00
0284	113	ADMINISTRATIVE ASSISTANT I	$26,867.00	$0.00	$26,867.00	0	$0.00	$0.00	$26,867.00	$0.00	$660.00	$0.00	$0.00	$0.00	$0.00	$660.00
0285	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0287	113	CUSTODIAN II	$23,083.00	$0.00	$23,083.00	0	$0.00	$0.00	$23,083.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
0288	113	ADMINISTRATIVE ASSISTANT I	$25,772.00	$0.00	$25,772.00	0	$0.00	$0.00	$25,772.00	$0.00	$60.00	$0.00	$0.00	$0.00	$0.00	$60.00
0289	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0290	113	ADMINISTRATIVE ASSISTANT I	$25,772.00	$0.00	$25,772.00	0	$0.00	$0.00	$25,772.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0291	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0292	113	ADMINISTRATIVE ASSISTANT I	$25,772.00	$0.00	$25,772.00	0	$0.00	$0.00	$25,772.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
0293	113	ADMINISTRATIVE ASSISTANT I	$25,772.00	$0.00	$25,772.00	0	$0.00	$0.00	$25,772.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0294	113	CUSTODIAN II	$23,083.00	$0.00	$23,083.00	0	$0.00	$0.00	$23,083.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$540.00
0295	113	CUSTODIAN II	$23,083.00	$0.00	$23,083.00	0	$0.00	$0.00	$23,083.00	$0.00	$660.00	$0.00	$0.00	$0.00	$0.00	$660.00
0296	113	CUSTODIAN II	$23,083.00	$0.00	$23,083.00	0	$0.00	$0.00	$23,083.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0297	113	CUSTODIAN II	$23,083.00	$0.00	$23,083.00	0	$0.00	$0.00	$23,083.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$540.00
0327	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00	$420.00	$0.00	$2,100.00	$0.00	$500.00	$3,020.00
0328	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$0.00	$660.00	$0.00	$1,200.00	$0.00	$0.00	$1,860.00
0329	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$0.00	$600.00	$0.00	$600.00	$0.00	$0.00	$1,200.00
0330	113	CRIMINAL INTELLIGENCE RESEARCH ANA	$36,630.00	$0.00	$36,630.00	0	$0.00	$0.00	$36,630.00	$0.00	$540.00	$0.00	$0.00	$0.00	$500.00	$1,040.00
0331	113	DEPUTY SHERIFF STEP I	$40,510.00	($1,370.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00	$660.00	$0.00	$0.00	$0.00	$0.00	$660.00
0332	113	DEPUTY SHERIFF STEP I	$40,510.00	($1,370.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00	$60.00	$0.00	$1,800.00	$0.00	$0.00	$1,860.00
0333	113	DEPUTY SHERIFF STEP I	$40,510.00	($1,370.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00	$60.00	$0.00	$1,800.00	$0.00	$0.00	$1,860.00
0334	113	DEPUTY SHERIFF	$40,510.00	($1,370.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0335	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00	$480.00	$0.00	$1,800.00	$0.00	$500.00	$2,780.00
0336	113	DEPUTY SHERIFF STEP I	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00	$120.00	$0.00	$1,500.00	$0.00	$0.00	$1,620.00
0337	113	DEPUTY SHERIFF STEP I	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00	$120.00	$0.00	$0.00	$0.00	$0.00	$120.00
0338	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00	$240.00	$0.00	$2,100.00	$0.00	$500.00	$2,840.00
0339	113	DEPUTY SHERIFF STEP I	$44,561.00	($5,421.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00	$60.00	$0.00	$0.00	$0.00	$0.00	$60.00
0340	113	SR. DEPUTY SHERIFF STEP II	$44,561.00	$0.00	$44,561.00	0	$0.00	$0.00	$44,561.00	$0.00	$600.00	$0.00	$2,100.00	$0.00	$500.00	$3,200.00
0341	113	DEPUTY SHERIFF STEP I	$44,561.00	($5,421.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00	$240.00	$0.00	$0.00	$0.00	$0.00	$240.00
0342	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00	$720.00	$0.00	$0.00	$0.00	$0.00	$720.00
0343	113	SR. DEPUTY SHERIFF STEP II	$44,561.00	$0.00	$44,561.00	0	$0.00	$0.00	$44,561.00	$0.00	$720.00	$0.00	$0.00	$0.00	$0.00	$720.00
0344	113	SR. DEPUTY SHERIFF STEP II	$44,561.00	$0.00	$44,561.00	0	$0.00	$0.00	$44,561.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

0345	113	DEPUTY SHERIFF STEP I	$40,510.00	($1,370.00)	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00	$60.00	$0.00	$0.00	$0.00	$0.00	$60.00
0346	113	ADMINISTRATIVE ASSISTANT II	$28,094.00	$0.00	$28,094.00	0	$0.00	$0.00	$28,094.00	$0.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$1,140.00
0347	113	ADMINISTRATIVE ASSISTANT II	$28,094.00	$0.00	$28,094.00	0	$0.00	$0.00	$28,094.00	$0.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$1,080.00
0361	113	BUDGET MANAGER II	$65,507.00	$0.00	$65,507.00	0	$0.00	$0.00	$65,507.00	$0.00	$1,800.00	$0.00	$0.00	$0.00	$0.00	$1,800.00
0362	113	PROCUREMENT SPECIALIST	$44,583.00	$0.00	$44,583.00	0	$0.00	$0.00	$44,583.00	$0.00	$780.00	$0.00	$0.00	$0.00	$0.00	$780.00
0363	113	COMMUNICATIONS SUPERVISOR	$35,391.00	$0.00	$35,391.00	0	$0.00	$0.00	$35,391.00	$0.00	$840.00	$0.00	$0.00	$0.00	$0.00	$840.00
0364	113	CRIME VICTIM LIASON	$39,563.00	$0.00	$39,563.00	0	$0.00	$0.00	$39,563.00	$0.00	$900.00	$0.00	$0.00	$0.00	$0.00	$900.00
0365	113	CAPTAIN	$66,950.00	$0.00	$66,950.00	0	$0.00	$0.00	$66,950.00	$0.00	$780.00	$0.00	$1,200.00	$0.00	$500.00	$2,480.00
0366	113	CAPTAIN	$66,950.00	$0.00	$66,950.00	0	$0.00	$0.00	$66,950.00	$0.00	$1,140.00	$0.00	$1,800.00	$0.00	$500.00	$3,440.00
0367	113	CAPTAIN	$66,950.00	$0.00	$66,950.00	0	$0.00	$0.00	$66,950.00	$0.00	$1,320.00	$0.00	$1,800.00	$0.00	$500.00	$3,620.00
0369	113	DIVISION COMMANDER	$77,250.00	$0.00	$77,250.00	0	$0.00	$0.00	$77,250.00	$0.00	$1,500.00	$0.00	$1,800.00	$0.00	$500.00	$3,800.00
0371	113	DEPUTY SHERIFF STEP I	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00	$300.00	$0.00	$1,500.00	$0.00	$0.00	$1,800.00
0372	113	DEPUTY SHERIFF STEP I	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00	$120.00	$0.00	$0.00	$0.00	$0.00	$120.00
0373	113	DEPUTY SHERIFF	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00	$120.00	$0.00	$0.00	$0.00	$0.00	$120.00
0374	113	DEPUTY SHERIFF STEP I	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00	$600.00	$0.00	$0.00	$0.00	$0.00	$600.00
0375	113	DEPUTY SHERIFF STEP I	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00	$60.00	$0.00	$0.00	$0.00	$0.00	$60.00
0376	113	DEPUTY SHERIFF STEP I	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00	$60.00	$0.00	$1,200.00	$0.00	$0.00	$1,260.00
0377	113	DEPUTY SHERIFF STEP I	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00	$60.00	$0.00	$1,800.00	$0.00	$0.00	$1,860.00
0378	113	DEPUTY SHERIFF STEP I	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00	$60.00	$0.00	$0.00	$0.00	$0.00	$60.00
0379	113	TECHNICIAN IV	$38,222.00	$0.00	$38,222.00	0	$0.00	$0.00	$38,222.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0380	113	DEPUTY SHERIFF STEP I	$1,180.00	($1,180.00)	$0.00	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,200.00	$0.00	$0.00	$1,200.00
0382	113	DEPUTY SHERIFF STEP I	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00	$0.00	$240.00	$0.00	$0.00	$0.00	$0.00	$240.00
0383	113	DEPUTY SHERIFF STEP I	$1,180.00	($1,180.00)	$0.00	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,200.00	$0.00	$0.00	$1,200.00
0386	113	DEPUTY SHERIFF STEP I	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00	$0.00	$600.00	$0.00	$1,800.00	$0.00	$0.00	$2,400.00
0387	113	DEPUTY SHERIFF STEP II	$1,180.00	($1,180.00)	$0.00	0	$0.00	$0.00	$0.00	$0.00	$600.00	$0.00	$0.00	$0.00	$0.00	$600.00
0388	113	DEPUTY SHERIFF STEP II	$1,180.00	($1,180.00)	$0.00	0	$0.00	$0.00	$0.00	$0.00	$600.00	$0.00	$0.00	$0.00	$0.00	$600.00
0389	113	DEPUTY SHERIFF STEP I	$1,180.00	($1,180.00)	$0.00	0	$0.00	$0.00	$0.00	$0.00	$60.00	$0.00	$1,500.00	$0.00	$0.00	$1,560.00
0390	113	DEPUTY SHERIFF STEP I	$1,180.00	($1,179.00)	$1.00	0	$0.00	$0.00	$1.00	$0.00	$60.00	$0.00	$0.00	$0.00	$0.00	$60.00
0391	113	DEPUTY SHERIFF	$1,180.00	($1,180.00)	$0.00	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,500.00	$0.00	$0.00	$1,500.00
0393	113	LIEUTENANT STEP I	$55,805.00	($3,710.00)	$52,095.00	0	$0.00	$0.00	$52,095.00	$0.00	$900.00	$0.00	$1,800.00	$0.00	$500.00	$3,200.00
0394	113	SERGEANT STEP I	$50,733.00	($3,194.00)	$47,539.00	0	$0.00	$0.00	$47,539.00	$0.00	$420.00	$0.00	$1,500.00	$0.00	$0.00	$1,920.00
0395	113	SERGEANT STEP I	$50,733.00	($3,194.00)	$47,539.00	0	$0.00	$0.00	$47,539.00	$0.00	$540.00	$0.00	$2,700.00	$0.00	$0.00	$3,240.00
0396	113	SERGEANT STEP I	$50,733.00	($3,194.00)	$47,539.00	0	$0.00	$0.00	$47,539.00	$0.00	$480.00	$0.00	$1,500.00	$0.00	$0.00	$1,980.00
0397	113	SERGEANT STEP III	$50,733.00	$0.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$0.00	$840.00	$0.00	$1,200.00	$0.00	$0.00	$2,040.00
0398	113	SERGEANT STEP III	$50,733.00	$0.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$0.00	$960.00	$0.00	$1,200.00	$0.00	$0.00	$2,160.00
0399	113	SERGEANT STEP I	$50,733.00	($3,194.00)	$47,539.00	0	$0.00	$0.00	$47,539.00	$0.00	$420.00	$0.00	$2,700.00	$0.00	$0.00	$3,120.00
		APPROVAL TO ADD ALLOWANCE:													**$500.00**	
0400	**113**	**SERGEANT STEP III**	**$50,733.00**	**$0.00**	**$50,733.00**	**0**	**$0.00**	**$0.00**	**$50,733.00**	**$0.00**	**$900.00**	**$0.00**	**$1,200.00**	**$0.00**	~~**$0.00**~~	**$2,100.00**
0401	113	SERGEANT STEP II	$50,733.00	($1,716.00)	$49,017.00	0	$0.00	$0.00	$49,017.00	$0.00	$660.00	$0.00	$1,200.00	$0.00	$0.00	$1,860.00
0402	113	SERGEANT STEP II	$50,733.00	($1,716.00)	$49,017.00	0	$0.00	$0.00	$49,017.00	$0.00	$900.00	$0.00	$1,200.00	$0.00	$0.00	$2,100.00
0403	113	DEPUTY SHERIFF STEP I	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00	$60.00	$0.00	$0.00	$0.00	$0.00	$60.00
0404	113	DEPUTY SHERIFF STEP I	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00	$60.00	$0.00	$3,000.00	$0.00	$0.00	$3,060.00
0405	113	DEPUTY SHERIFF STEP I	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$0.00	$60.00	$0.00	$0.00	$0.00	$0.00	$60.00
0406	113	ADMINISTRATIVE ASSISTANT IV	$37,109.00	$0.00	$37,109.00	0	$0.00	$0.00	$37,109.00	$0.00	$480.00	$0.00	$0.00	$0.00	$0.00	$480.00
0407	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0408	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0409	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0410	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0411	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0412	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0413	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0414	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0415	113	QUALITY ASSURANCE INSPECTOR	$55,000.00	$0.00	$55,000.00	0	$0.00	$0.00	$55,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
A416	113	DEPUTY SHERIFF STEP I	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00	$0.00	$60.00	$0.00	$1,500.00	$0.00	$0.00	$1,560.00

0417	113	CHIEF DEPUTY	$90,000.00	$0.00	$90,000.00	0	$0.00	$0.00	$90,000.00	$0.00	$0.00	$0.00	$1,800.00	$0.00	$500.00	$2,300.00
			$15,097,097.00	($340,500.00)	$14,756,597.00		$0.00	$0.00	$14,756,597.00	$0.00	$181,920.00	$0.00	$398,400.00	$0.00	$52,000.00	$631,320.00

APPROVAL OF THE ABOVE HIGHLIGHTED PERSONNEL ACTIONS ARE PENDING CC APPROVAL.

HIDALGO COUNTY
COMMISSIONER COURT
2015 SALARY SCHEDULE

5-1200-431-00-122-005-0

AI - 47669

Pct 2 ADMINISTRATION

Slot #	Obj Code	POSITION TITLE	2014 BUDGETED SALARY	2015 ADJUSTED SALARY	2015 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2015 BUDGETED SALARY APPROVED	2015 ACTUAL SALARY	Other Allowances					2015 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	CHIEF ADMINISTRATOR	$86,888.00	$0.00	$86,888.00	0	$0.00	$0.00	$86,888.00	$0.00	$720.00	$0.00	$0.00	$5,000.00	$0.00	$5,720.00
0002	113	EXECUTIVE ASSISTANT IV	$70,748.00	$0.00	$70,748.00	0	$0.00	$0.00	$70,748.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0008	113	ADMINISTRATIVE ASSISTANT II	$41,097.00	$0.00	$41,097.00	0	$0.00	$0.00	$41,097.00	$0.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$1,320.00
		APPROVAL OF TITLE CHANGE FOR THE FOLLOWING FULL TIME POSITION(S):														
0010	113	~~CLERK/RECEPTIONIST~~ CLERK III	$29,761.00	$0.00	$29,761.00	0	$0.00	$0.00	$29,761.00	$0.00	$960.00	$0.00	$0.00	$0.00	$0.00	$960.00
0011	113	~~OFFICE CLERK~~ CLERK III	$29,761.00	$0.00	$29,761.00	0	$0.00	$0.00	$29,761.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0013	113	ACCOUNTANT III	$44,583.00	$0.00	$44,583.00	0	$0.00	$0.00	$44,583.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
0014	113	PLANNING ANALYST I	$38,222.00	$0.00	$38,222.00	0	$0.00	$0.00	$38,222.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		APPROVAL TO DELETE THE FOLLOWING FULL TIME POSITION:														
~~0015~~	~~113~~	~~ACCOUNTS PAYABLE SPECIALIST II~~	~~$32,769.00~~	~~$0.00~~	~~$32,769.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$32,769.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0016	113	ADMINISTRATIVE ASSISTANT IV	$41,151.00	$0.00	$41,151.00	0	$0.00	$0.00	$41,151.00	$0.00	$780.00	$0.00	$0.00	$0.00	$0.00	$780.00
0017	113	FIELD OPERATIONS INSPECTOR	$36,453.00	$0.00	$36,453.00	0	$0.00	$0.00	$36,453.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0018	113	DIRECTOR OF ADMINISTRATIVE OPERATIONS	$69,000.00	$0.00	$69,000.00	0	$0.00	$0.00	$69,000.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
0019	113	SYSTEMS SUPPORT ANALYST	$34,000.00	$0.00	$34,000.00	0	$0.00	$0.00	$34,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		APPROVAL TO CREATE THE FOLLOWING FULL TIME POSITION(S):														
0020	113	EXECUTIVE ASSISTANT IV	$0.00	$70,748.00	$70,748.00		$0.00	$0.00	$70,748.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0021	113	ACCOUNTS PAYABLE SPECIALIST III	$0.00	$37,869.00	$37,869.00		$0.00	$0.00	$37,869.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0022	113	CLERK III	$0.00	$28,745.00	$28,745.00		$0.00	$0.00	$28,745.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
			$521,664.00	$137,362.00	$659,026.00		$0.00	$0.00	$659,026.00	$0.00	$4,380.00	$0.00	$0.00	$5,000.00	$0.00	$9,380.00

APPROVAL OF THE ABOVE HIGHLIGHTED PERSONNEL ACTIONS ARE PENDING CC APPROVAL.

HIDALGO COUNTY
COMMISSIONER COURT
2015 SALARY SCHEDULE

5-1100-452-00-122-008-0

AI - 47669

Pct 2 PARKS

Slot #	Obj Code	POSITION TITLE	2014 BUDGETED SALARY	2015 ADJUSTED SALARY	2015 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2015 BUDGETED SALARY APPROVED	2015 ACTUAL SALARY	Other Allowances					2015 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0003	113	MAINTENANCE III	$28,247.00	$0.00	$28,247.00	0	$0.00	$0.00	$28,247.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0004	113	MAINTENANCE I	$26,841.00	$0.00	$26,841.00	0	$0.00	$0.00	$26,841.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0005	114	MAINTENANCE I	$20,965.00	$0.00	$20,965.00	0	$0.00	$0.00	$20,965.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0006	113	MAINTENANCE I	$25,654.00	$0.00	$25,654.00	0	$0.00	$0.00	$25,654.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0007	113	MAINTENANCE I	$23,015.00	$0.00	$23,015.00	0	$0.00	$0.00	$23,015.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0008	113	MAINTENANCE I	$23,015.00	$0.00	$23,015.00	0	$0.00	$0.00	$23,015.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0009	113	MAINTENANCE I	$23,015.00	$0.00	$23,015.00	0	$0.00	$0.00	$23,015.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		APPROVAL TO DELETE THE FOLLOWING FULL TIME POSITION:														
~~0010~~	~~113~~	~~MAINTENANCE I~~	~~$22,954.00~~	~~$0.00~~	~~$22,954.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$22,954.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0011	113	MAINTENANCE I	$22,954.00	$0.00	$22,954.00	0	$0.00	$0.00	$22,954.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0024	113	MAINTENANCE I	$22,413.00	$0.00	$22,413.00	0	$0.00	$0.00	$22,413.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0025	113	MAINTENANCE I	$22,413.00	$0.00	$22,413.00	0	$0.00	$0.00	$22,413.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0032	113	PARKS DIRECTOR	$53,426.00	$0.00	$53,426.00	0	$0.00	$0.00	$53,426.00	$0.00	$480.00	$0.00	$0.00	$0.00	$0.00	$480.00
0033	113	CREW LEADER I	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$0.00	$1,500.00	$0.00	$0.00	$0.00	$0.00	$1,500.00
0034	113	CREW LEADER I	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0036	113	MAINTENANCE CUSTODIAN	$22,297.00	$0.00	$22,297.00	0	$0.00	$0.00	$22,297.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		APPROVAL TO CREATE THE FOLLOWING FULL TIME POSITION:														
0037	113	HEAVY EQUIPMENT OPERATOR I	$0.00	$29,656.00	$29,656.00		$0.00	$0.00	$29,656.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
			$374,939.00	$29,656.00	$404,595.00		$0.00	$0.00	$404,595.00	$0.00	$1,980.00	$0.00	$0.00	$0.00	$0.00	$1,980.00

APPROVAL OF THE ABOVE HIGHLIGHTED PERSONNEL ACTIONS ARE PENDING CC APPROVAL.

HIDALGO COUNTY
COMMISSIONER COURT
2015 SALARY SCHEDULE

5-1200-431-00-122-004-0

AI - 47669

CW Mech Shop

Slot #	Obj Code	POSITION TITLE	2014 BUDGETED SALARY	2015 ADJUSTED SALARY	2015 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2015 BUDGETED SALARY APPROVED	2015 ACTUAL SALARY	Other Allowances					2015 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
		APPROVAL OF TITLE CHANGE FOR THE FOLLOWING FULL TIME POSITION:														
0002	113	~~MECHANIC III~~ MECHANIC IV	$45,266.00	$0.00	$45,266.00	0	$0.00	$0.00	$45,266.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		APPROVAL TO DELETE THE FOLLOWING FULL TIME POSITION:														
~~0003~~	~~113~~	~~MECHANIC III~~	~~$32,131.00~~	~~$0.00~~	~~$32,131.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$32,131.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0006	113	MECHANIC II	$32,131.00	$0.00	$32,131.00	0	$0.00	$0.00	$32,131.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0008	113	TRUCK DRIVER III	$30,233.00	$0.00	$30,233.00	0	$0.00	$0.00	$30,233.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0009	113	HEAVY EQUIPMENT MECHANIC SUPERVIS	$55,642.00	$0.00	$55,642.00	0	$0.00	$0.00	$55,642.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$540.00
		APPROVAL OF TITLE CHANGE FOR THE FOLLOWING FULL TIME POSITION:														
0010	113	~~MECHANIC IV~~ MECHANIC V	$47,703.00	$0.00	$47,703.00	0	$0.00	$0.00	$47,703.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		APPROVAL TO CREATE THE FOLLOWING FULL TIME POSITIONS:														
0011	113	TRUCK DRIVER III	$0.00	$34,589.00	$34,589.00		$0.00	$0.00	$34,589.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0012	113	MECHANIC III	$0.00	$37,359.00	$37,359.00		$0.00	$0.00	$37,359.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
			$210,975.00	$71,948.00	$282,923.00		$0.00	$0.00	$282,923.00	$0.00	$960.00	$0.00	$0.00	$0.00	$0.00	$960.00

APPROVAL OF THE ABOVE HIGHLIGHTED PERSONNEL ACTIONS ARE PENDING CC APPROVAL.

HIDALGO COUNTY
COMMISSIONER COURT
2015 SALARY SCHEDULE

5-1200-431-00-122-006-0

AI - 47669

Pct 2 RD MAINTENANCE

Slot #	Obj Code	POSITION TITLE	2014 BUDGETED SALARY	2015 ADJUSTED SALARY	2015 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2015 BUDGETED SALARY APPROVED	2015 ACTUAL SALARY	Other Allowances					2015 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0006	113	SAFETY COORDINATOR	$43,991.00	$0.00	$43,991.00	0	$0.00	$0.00	$43,991.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0011	113	HEAVY EQUIPMENT OPERATOR III	$35,710.00	$0.00	$35,710.00	0	$0.00	$0.00	$35,710.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0012	113	HEAVY EQUIPMENT OPERATOR III	$35,710.00	$0.00	$35,710.00	0	$0.00	$0.00	$35,710.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0014	113	MECHANIC III	$35,785.00	$0.00	$35,785.00	0	$0.00	$0.00	$35,785.00	$0.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$1,020.00
0016	113	HEAVY EQUIPMENT OPERATOR II	$31,296.00	$0.00	$31,296.00	0	$0.00	$0.00	$31,296.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$540.00
0019	113	FOREMAN	$38,934.00	$0.00	$38,934.00	0	$0.00	$0.00	$38,934.00	$0.00	$660.00	$0.00	$0.00	$0.00	$0.00	$660.00
0022	113	TRUCK DRIVER III	$29,677.00	$0.00	$29,677.00	0	$0.00	$0.00	$29,677.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0023	113	TRUCK DRIVER III	$29,391.00	$0.00	$29,391.00	0	$0.00	$0.00	$29,391.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0024	113	TRUCK DRIVER III	$29,391.00	$0.00	$29,391.00	0	$0.00	$0.00	$29,391.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0026	113	TRUCK DRIVER I	$28,399.00	$0.00	$28,399.00	0	$0.00	$0.00	$28,399.00	$0.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$1,380.00
0027	113	TRUCK DRIVER II	$27,950.00	$0.00	$27,950.00	0	$0.00	$0.00	$27,950.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0028	113	TRUCK DRIVER II	$27,826.00	$0.00	$27,826.00	0	$0.00	$0.00	$27,826.00	$0.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$1,320.00
0029	113	TRUCK DRIVER II	$27,826.00	$0.00	$27,826.00	0	$0.00	$0.00	$27,826.00	$0.00	$840.00	$0.00	$0.00	$0.00	$0.00	$840.00
0030	113	TRF SA/SPC III	$27,801.00	$0.00	$27,801.00	0	$0.00	$0.00	$27,801.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0032	113	TRUCK DRIVER II	$27,594.00	$0.00	$27,594.00	0	$0.00	$0.00	$27,594.00	$0.00	$1,560.00	$0.00	$0.00	$0.00	$0.00	$1,560.00
0033	113	MAINTENANCE I	$27,053.00	$0.00	$27,053.00	0	$0.00	$0.00	$27,053.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0034	113	TRUCK DRIVER II	$26,841.00	$0.00	$26,841.00	0	$0.00	$0.00	$26,841.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0035	113	MAINTENANCE II	$25,960.00	$0.00	$25,960.00	0	$0.00	$0.00	$25,960.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0037	113	TRF SA/SPC I	$25,086.00	$0.00	$25,086.00	0	$0.00	$0.00	$25,086.00	$0.00	$480.00	$0.00	$0.00	$0.00	$0.00	$480.00
0038	113	MAINTENANCE I	$24,466.00	$0.00	$24,466.00	0	$0.00	$0.00	$24,466.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0040	113	MAINTENANCE I	$24,038.00	$0.00	$24,038.00	0	$0.00	$0.00	$24,038.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0041	113	MAINTENANCE I	$23,674.00	$0.00	$23,674.00	0	$0.00	$0.00	$23,674.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		APPROVAL TO DELETE THE FOLLOWING FULL TIME POSITION:														
~~0042~~	~~113~~	~~MAINTENANCE I~~	~~$23,674.00~~	~~$0.00~~	~~$23,674.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$23,674.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0043	113	MAINTENANCE I	$23,384.00	$0.00	$23,384.00	0	$0.00	$0.00	$23,384.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
		APPROVAL TO DELETE THE FOLLOWING FULL TIME POSITION:														
~~0044~~	~~113~~	~~TRAF SA/SP I~~	~~$23,015.00~~	~~$0.00~~	~~$23,015.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$23,015.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0045	113	TRAFFIC SAFETY SPECIALIST I	$23,015.00	$0.00	$23,015.00	0	$0.00	$0.00	$23,015.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0061	113	MECHANIC II	$29,355.00	$0.00	$29,355.00	0	$0.00	$0.00	$29,355.00	$0.00	$660.00	$0.00	$0.00	$0.00	$0.00	$660.00
0064	113	HEAVY EQUIPMENT OPERATOR I	$25,091.00	$0.00	$25,091.00	0	$0.00	$0.00	$25,091.00	$0.00	$480.00	$0.00	$0.00	$0.00	$0.00	$480.00
0065	113	HEAVY EQUIPMENT OPERATOR I	$25,091.00	$0.00	$25,091.00	0	$0.00	$0.00	$25,091.00	$0.00	$720.00	$0.00	$0.00	$0.00	$0.00	$720.00
0068	113	MECHANIC I	$29,355.00	$0.00	$29,355.00	0	$0.00	$0.00	$29,355.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		APPROVAL TO DELETE THE FOLLOWING FULL TIME POSITION:														
~~0071~~	~~113~~	~~MAINTENANCE I~~	~~$23,384.00~~	~~$0.00~~	~~$23,384.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$23,384.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0072	113	MAINTENANCE I	$23,384.00	$0.00	$23,384.00	0	$0.00	$0.00	$23,384.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		APPROVAL TO DELETE THE FOLLOWING FULL TIME POSITION:														
~~0073~~	~~113~~	~~MAINTENANCE I~~	~~$23,384.00~~	~~$0.00~~	~~$23,384.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$23,384.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
A078	113	ENGINEERING TECHNICIAN II	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6,000.00	$0.00	$0.00	$6,000.00
0079	113	RIGHT OF WAY AGENT V	$65,988.00	$0.00	$65,988.00	0	$0.00	$0.00	$65,988.00	$0.00	$660.00	$0.00	$0.00	$0.00	$0.00	$660.00
0080	113	RIGHT OF WAY AGENT V	$65,988.00	$0.00	$65,988.00	0	$0.00	$0.00	$65,988.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0084	113	ROAD CONSTRUCTION FOREMAN	$48,149.00	$0.00	$48,149.00	0	$0.00	$0.00	$48,149.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0085	113	ROAD MAINTENANCE FOREMAN	$48,149.00	$0.00	$48,149.00	0	$0.00	$0.00	$48,149.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

0086	113	HEAVY EQUIPMENT OPERATOR IV/ E	$41,280.00	$0.00	$41,280.00	0	$0.00	$0.00	$41,280.00	$0.00	$1,440.00	$0.00	$0.00	$0.00	$0.00	$1,440.00
0087	113	CONSTRUCTION INSPECTOR	$41,280.00	$0.00	$41,280.00	0	$0.00	$0.00	$41,280.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0088	113	ENGINEERING TECHNICIAN IV	$41,280.00	$0.00	$41,280.00	0	$0.00	$0.00	$41,280.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0089	113	ENGINEERING TECHNICIAN IV	$41,280.00	$0.00	$41,280.00	0	$0.00	$0.00	$41,280.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0090	113	DIRECTOR, FIELDS OPERATIONS	$79,750.00	$0.00	$79,750.00	0	$0.00	$0.00	$79,750.00	$0.00	$900.00	$0.00	$0.00	$0.00	$0.00	$900.00
0094	113	CONSTRUCTION INSPECTOR	$40,078.00	$0.00	$40,078.00	0	$0.00	$0.00	$40,078.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
			$1,346,296.00	$0.00	$1,346,296.00		$0.00	$0.00	$1,346,296.00	$0.00	$15,240.00	$0.00	$6,000.00	$0.00	$0.00	$21,240.00

APPROVAL OF THE ABOVE HIGHLIGHTED PERSONNEL ACTIONS ARE PENDING CC APPROVAL.

HIDALGO COUNTY
COMMISSIONER COURT
2015 SALARY SCHEDULE

5-1100-413-00-125-001-0

AI - 47669

Executive Office

Slot #	Obj Code	POSITION TITLE	2014 BUDGETED SALARY	2015 ADJUSTED SALARY	2015 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2015 BUDGETED SALARY APPROVED	2015 ACTUAL SALARY	Other Allowances					2015 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0006	113	COURIER	$23,543.00	$0.00	$23,543.00	0	$0.00	$0.00	$23,543.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0007	112	COUNTY EXECUTIVE OFFICER	$127,240.00	$0.00	$127,240.00	0	$0.00	$0.00	$127,240.00	$0.00	$1,620.00	$0.00	$0.00	$0.00	$0.00	$1,620.00
0009	113	ADMINISTRATIVE ASSISTANT IV	$38,222.00	$0.00	$38,222.00	0	$0.00	$0.00	$38,222.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$540.00
0010	113	COMMISSIONERS' COURT ADMINISTRATOR	$64,900.00	$0.00	$64,900.00	0	$0.00	$0.00	$64,900.00	$0.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$1,260.00
0015	113	ADMINISTRATIVE ASSISTANT V	$49,020.00	$0.00	$49,020.00	0	$0.00	$0.00	$49,020.00	$0.00	$1,500.00	$0.00	$0.00	$0.00	$0.00	$1,500.00
0016	113	ADMINISTRATIVE ASSISTANT III	$36,212.00	$0.00	$36,212.00	0	$0.00	$0.00	$36,212.00	$0.00	$1,440.00	$0.00	$0.00	$0.00	$0.00	$1,440.00
0017	113	ADMINISTRATIVE OPERATIONS COORDINATOR IV	$50,000.00	$0.00	$50,000.00	0	$0.00	$0.00	$50,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		APPROVAL TO CREATE THE FOLLOWING FULL TIME POSITION(S), SLOT NO.0019 AND 0020:														
0019	**113**	**COUNTY OPERATIONS ADMINISTRATOR**	**$0.00**	**$86,888.00**	**$86,888.00**		**$0.00**	**$0.00**	**$86,888.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
		APPROVAL TO CORRECT THE BUDGETED SALARY AND ADD AUTO ALLOWANCE, SLOT NO. 0020:														
				$86,888.00	**$86,888.00**				**$86,888.00**					**$5,000.00**		
0020	**113**	**COUNTY OPERATIONS ADMINISTRATOR**	**$0.00**	~~**$91,888.00**~~	~~**$91,888.00**~~		**$0.00**	**$0.00**	~~**$91,888.00**~~	**$0.00**	**$0.00**	**$0.00**	**$0.00**	~~**$0.00**~~	**$0.00**	**$0.00**
			$389,137.00	$173,776.00	$562,913.00		$0.00	$0.00	$562,913.00	$0.00	$6,720.00	$0.00	$0.00	$5,000.00	$0.00	$6,720.00

APPROVAL OF THE ABOVE HIGHLIGHTED PERSONNEL ACTIONS ARE PENDING CC APPROVAL.

HIDALGO COUNTY
COMMISSIONER COURT
2015 SALARY SCHEDULE

5-1281-412-00-080-012-5

AI - 47669

DA Border Prosecution Intiative

Slot #	Obj Code	POSITION TITLE	2014 BUDGETED SALARY	2015 ADJUSTED SALARY	2015 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2015 BUDGETED SALARY APPROVED	2015 ACTUAL SALARY	Other Allowances					2015 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
		DECREASE BUDGETED SALARY & REMOVE AUTO ALLOWANCE:							$77,920.00					$0.00		
0001	113	ASSISTANT DISTRICT ATTORNEY III	$79,000.00	$0.00	$79,000.00	0	$0.00	$0.00	~~$79,000.00~~	$0.00	$2,160.00	$0.00	$0.00	~~$900.00~~	$0.00	$3,060.00
		DECREASE BUDGETED SALARY:							$76,420.00							
0004	113	ASSISTANT DISTRICT ATTORNEY IV	$78,000.00	$0.00	$78,000.00	0	$0.00	$0.00	~~$78,000.00~~	$0.00	$4,800.00	$0.00	$0.00	$0.00	$0.00	$4,800.00
			$157,000.00	$0.00	$157,000.00		$0.00	$0.00	$157,000.00	$0.00	$6,960.00	$0.00	$0.00	$900.00	$0.00	$7,860.00

APPROVAL OF THE ABOVE HIGHLIGHTED PERSONNEL ACTIONS ARE PENDING CC APPROVAL.

HIDALGO COUNTY
COMMISSIONER COURT
2015 SALARY SCHEDULE

5-1292-441-00-350-001-5

AI - 47669

WIC ADM

Slot #	Obj Code	POSITION TITLE	2014 BUDGETED SALARY	2015 ADJUSTED SALARY	2015 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2015 BUDGETED SALARY APPROVED	2015 ACTUAL SALARY	Other Allowances					2015 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	112	WIC DIRECTOR	$101,228.00	$0.00	$101,228.00	0	$0.00	$0.00	$101,228.00	$0.00	$1,800.00	$0.00	$0.00	$0.00	$0.00	$1,800.00
0002	113	AREA COORDINATOR III	$71,759.00	$0.00	$71,759.00	0	$0.00	$0.00	$71,759.00	$0.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$1,380.00
0003	113	AREA COORDINATOR II	$65,566.00	$0.00	$65,566.00	0	$0.00	$0.00	$65,566.00	$0.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$1,200.00
0005	113	EXECUTIVE ASSISTANT II	$48,149.00	$0.00	$48,149.00	0	$0.00	$0.00	$48,149.00	$0.00	$1,500.00	$0.00	$0.00	$0.00	$0.00	$1,500.00
0008	113	REGISTERED DIETITIAN II	$52,306.00	$0.00	$52,306.00	0	$0.00	$0.00	$52,306.00	$0.00	$960.00	$0.00	$0.00	$0.00	$0.00	$960.00
0011	113	NUTRITIONIST II	$48,149.00	$0.00	$48,149.00	0	$0.00	$0.00	$48,149.00	$0.00	$720.00	$0.00	$0.00	$0.00	$0.00	$720.00
0012	113	ACCOUNTANT IV	$57,462.00	$0.00	$57,462.00	0	$0.00	$0.00	$57,462.00	$0.00	$1,800.00	$0.00	$0.00	$0.00	$0.00	$1,800.00
0013	113	REGISTERED DIETITIAN I	$49,887.00	$0.00	$49,887.00	0	$0.00	$0.00	$49,887.00	$0.00	$480.00	$0.00	$0.00	$0.00	$0.00	$480.00
0014	113	NUTRITIONIST I	$48,506.00	$0.00	$48,506.00	0	$0.00	$0.00	$48,506.00	$0.00	$840.00	$0.00	$0.00	$0.00	$0.00	$840.00
0017	113	LICENSED VOCATIONAL NURSE II	$46,004.00	$0.00	$46,004.00	0	$0.00	$0.00	$46,004.00	$0.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$1,380.00
		APPROVAL TO DELETE THE FOLLOWING FULL TIME POSITION (REF AI# 47822):														
~~0018~~	~~113~~	~~NUTRITIONIST I~~	~~$41,280.00~~	~~$0.00~~	~~$41,280.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$41,280.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0019	113	NUTRITIONIST I	$46,004.00	$0.00	$46,004.00	0	$0.00	$0.00	$46,004.00	$0.00	$840.00	$0.00	$0.00	$0.00	$0.00	$840.00
0020	113	NUTRITIONIST I	$46,004.00	$0.00	$46,004.00	0	$0.00	$0.00	$46,004.00	$0.00	$660.00	$0.00	$0.00	$0.00	$0.00	$660.00
0021	113	NUTRITIONIST I	$46,004.00	$0.00	$46,004.00	0	$0.00	$0.00	$46,004.00	$0.00	$720.00	$0.00	$0.00	$0.00	$0.00	$720.00
0022	113	LICENSED VOCATIONAL NURSE II	$45,616.00	$0.00	$45,616.00	0	$0.00	$0.00	$45,616.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0023	113	CLINIC MANAGER	$46,143.00	$0.00	$46,143.00	0	$0.00	$0.00	$46,143.00	$0.00	$720.00	$0.00	$0.00	$0.00	$0.00	$720.00
0024	113	LICENSED VOCATIONAL NURSE II	$47,061.00	$0.00	$47,061.00	0	$0.00	$0.00	$47,061.00	$0.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$1,020.00
0025	113	CLINIC MANAGER	$44,794.00	$0.00	$44,794.00	0	$0.00	$0.00	$44,794.00	$0.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$1,020.00
0026	113	NUTRITIONIST I	$44,171.00	$0.00	$44,171.00	0	$0.00	$0.00	$44,171.00	$0.00	$480.00	$0.00	$0.00	$0.00	$0.00	$480.00
0027	113	LICENSED VOCATIONAL NURSE II	$44,171.00	$0.00	$44,171.00	0	$0.00	$0.00	$44,171.00	$0.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$1,080.00
0028	113	CLINIC MANAGER	$44,583.00	$0.00	$44,583.00	0	$0.00	$0.00	$44,583.00	$0.00	$720.00	$0.00	$0.00	$0.00	$0.00	$720.00
0029	113	LICENSED VOCATIONAL NURSE II	$42,725.00	$0.00	$42,725.00	0	$0.00	$0.00	$42,725.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0030	113	NUTRITIONIST I	$44,171.00	$0.00	$44,171.00	0	$0.00	$0.00	$44,171.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$540.00
0031	113	CLINIC MANAGER	$46,143.00	$0.00	$46,143.00	0	$0.00	$0.00	$46,143.00	$0.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$1,080.00
0032	113	NUTRITIONIST I	$44,171.00	$0.00	$44,171.00	0	$0.00	$0.00	$44,171.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
0033	113	CLINIC MANAGER	$44,583.00	$0.00	$44,583.00	0	$0.00	$0.00	$44,583.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0034	113	CLINIC MANAGER	$44,583.00	$0.00	$44,583.00	0	$0.00	$0.00	$44,583.00	$0.00	$780.00	$0.00	$0.00	$0.00	$0.00	$780.00
0035	113	NUTRITIONIST I	$41,280.00	$0.00	$41,280.00	0	$0.00	$0.00	$41,280.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		APPROVAL TO DELETE THE FOLLOWING FULL TIME POSITION (REF AI# 47669):														
~~0036~~	~~113~~	~~LICENSED VOCATIONAL NURSE II~~	~~$41,280.00~~	~~$0.00~~	~~$41,280.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$41,280.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0037	113	LICENSED VOCATIONAL NURSE II	$43,099.00	$0.00	$43,099.00	0	$0.00	$0.00	$43,099.00	$0.00	$900.00	$0.00	$0.00	$0.00	$0.00	$900.00
0039	113	LICENSED VOCATIONAL NURSE II	$42,977.00	$0.00	$42,977.00	0	$0.00	$0.00	$42,977.00	$0.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$1,200.00
0040	113	LICENSED VOCATIONAL NURSE II	$42,977.00	$0.00	$42,977.00	0	$0.00	$0.00	$42,977.00	$0.00	$960.00	$0.00	$0.00	$0.00	$0.00	$960.00
0041	113	LICENSED VOCATIONAL NURSE II	$42,977.00	$0.00	$42,977.00	0	$0.00	$0.00	$42,977.00	$0.00	$780.00	$0.00	$0.00	$0.00	$0.00	$780.00
0042	113	VENDOR LIASON	$44,583.00	$0.00	$44,583.00	0	$0.00	$0.00	$44,583.00	$0.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$1,320.00
0044	113	LICENSED VOCATIONAL NURSE II	$41,280.00	$0.00	$41,280.00	0	$0.00	$0.00	$41,280.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$540.00
0045	113	WIC CRTFCTN SPECIALIST III	$39,696.00	$0.00	$39,696.00	0	$0.00	$0.00	$39,696.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
0047	113	LICENSED VOCATIONAL NURSE II	$41,280.00	$0.00	$41,280.00	0	$0.00	$0.00	$41,280.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0048	113	WIC CRTFCTN SPECIALIST III	$38,254.00	$0.00	$38,254.00	0	$0.00	$0.00	$38,254.00	$0.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$1,320.00
0049	113	WIC CRTFCTN SPECIALIST III	$38,254.00	$0.00	$38,254.00	0	$0.00	$0.00	$38,254.00	$0.00	$1,500.00	$0.00	$0.00	$0.00	$0.00	$1,500.00
0050	113	WIC CRTFCTN SPECIALIST III	$38,254.00	$0.00	$38,254.00	0	$0.00	$0.00	$38,254.00	$0.00	$1,800.00	$0.00	$0.00	$0.00	$0.00	$1,800.00
0051	113	WIC CERTIFICATION SPECIALIST I	$28,745.00	$0.00	$28,745.00	0	$0.00	$0.00	$28,745.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0053	113	LICENSED VOCATIONAL NURSE II	$41,280.00	$0.00	$41,280.00	0	$0.00	$0.00	$41,280.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0054	113	LICENSED VOCATIONAL NURSE II	$41,280.00	$0.00	$41,280.00	0	$0.00	$0.00	$41,280.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

0055	113	CLERK II	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0057	113	CLERK V	$35,391.00	$0.00	$35,391.00	0	$0.00	$0.00	$35,391.00	$0.00	$1,800.00	$0.00	$0.00	$0.00	$0.00	$1,800.00
		APPROVAL TO DELETE THE FOLLOWING FULL TIME POSITION (REF AI# 47822):															
~~0058~~	~~113~~	~~CLERK V~~	~~$35,391.00~~	~~$0.00~~	~~$35,391.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$35,391.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0059	113	CLERK V	$35,391.00	$0.00	$35,391.00	0	$0.00	$0.00	$35,391.00	$0.00	$1,560.00	$0.00	$0.00	$0.00	$0.00	$1,560.00
0060	113	CLERK IV	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$0.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$1,080.00
0061	113	CLERK III	$28,921.00	$0.00	$28,921.00	0	$0.00	$0.00	$28,921.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
0062	113	CLERK IV	$32,939.00	$0.00	$32,939.00	0	$0.00	$0.00	$32,939.00	$0.00	$1,800.00	$0.00	$0.00	$0.00	$0.00	$1,800.00
0063	113	CLERK IV	$32,879.00	$0.00	$32,879.00	0	$0.00	$0.00	$32,879.00	$0.00	$1,620.00	$0.00	$0.00	$0.00	$0.00	$1,620.00
0064	113	CLERK IV	$32,804.00	$0.00	$32,804.00	0	$0.00	$0.00	$32,804.00	$0.00	$1,560.00	$0.00	$0.00	$0.00	$0.00	$1,560.00
0065	113	CLINIC AIDE III	$32,544.00	$0.00	$32,544.00	0	$0.00	$0.00	$32,544.00	$0.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$1,380.00
0066	113	CLERK IV	$30,785.00	$0.00	$30,785.00	0	$0.00	$0.00	$30,785.00	$0.00	$960.00	$0.00	$0.00	$0.00	$0.00	$960.00
0067	113	WIC CRTFCTN SPECIALIST II	$32,466.00	$0.00	$32,466.00	0	$0.00	$0.00	$32,466.00	$0.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$1,320.00
0068	113	WIC CRTFCTN SPECIALIST II	$31,552.00	$0.00	$31,552.00	0	$0.00	$0.00	$31,552.00	$0.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$1,080.00
0069	113	CLERK III	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$660.00	$0.00	$0.00	$0.00	$0.00	$660.00
0070	113	CLERK IV	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$0.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$1,380.00
0071	113	WIC CERTIFICATION SPECIALIST I	$30,850.00	$0.00	$30,850.00	0	$0.00	$0.00	$30,850.00	$0.00	$960.00	$0.00	$0.00	$0.00	$0.00	$960.00
0073	113	WIC CERTIFICATION SPECIALIST I	$30,683.00	$0.00	$30,683.00	0	$0.00	$0.00	$30,683.00	$0.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$1,020.00
0074	113	WIC CERTIFICATION SPECIALIST I	$30,683.00	$0.00	$30,683.00	0	$0.00	$0.00	$30,683.00	$0.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$1,320.00
0075	113	CLERK IV	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$0.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$1,380.00
0076	113	CLERK IV	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$0.00	$1,500.00	$0.00	$0.00	$0.00	$0.00	$1,500.00
0077	113	CLERK IV	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$0.00	$1,500.00	$0.00	$0.00	$0.00	$0.00	$1,500.00
0078	113	CLERK IV	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$0.00	$720.00	$0.00	$0.00	$0.00	$0.00	$720.00
0079	113	WIC CERTIFICATION SPECIALIST I	$29,656.00	$0.00	$29,656.00	0	$0.00	$0.00	$29,656.00	$0.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$1,260.00
0080	113	WIC CERTIFICATION SPECIALIST I	$27,835.00	$0.00	$27,835.00	0	$0.00	$0.00	$27,835.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0081	113	CLERK III	$29,040.00	$0.00	$29,040.00	0	$0.00	$0.00	$29,040.00	$0.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$1,020.00
0082	113	CLINIC AIDE III	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0083	113	CLERK III	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$900.00	$0.00	$0.00	$0.00	$0.00	$900.00
0084	113	WIC CERTIFICATION SPECIALIST I	$29,696.00	$0.00	$29,696.00	0	$0.00	$0.00	$29,696.00	$0.00	$900.00	$0.00	$0.00	$0.00	$0.00	$900.00
0085	113	CLERK III	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$1,260.00
0086	113	MAINTENANCE III	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$0.00	$780.00	$0.00	$0.00	$0.00	$0.00	$780.00
0087	113	CLINIC AIDE III	$27,835.00	$0.00	$27,835.00	0	$0.00	$0.00	$27,835.00	$0.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$1,260.00
0088	113	CLINIC AIDE III	$27,835.00	$0.00	$27,835.00	0	$0.00	$0.00	$27,835.00	$0.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$1,200.00
0089	113	WIC CERTIFICATION SPECIALIST I	$27,835.00	$0.00	$27,835.00	0	$0.00	$0.00	$27,835.00	$0.00	$960.00	$0.00	$0.00	$0.00	$0.00	$960.00
0090	113	CLERK III	$27,835.00	$0.00	$27,835.00	0	$0.00	$0.00	$27,835.00	$0.00	$720.00	$0.00	$0.00	$0.00	$0.00	$720.00
0091	113	CLERK I	$19,121.00	$1,887.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0092	113	CLERK III	$26,924.00	$0.00	$26,924.00	0	$0.00	$0.00	$26,924.00	$0.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$1,020.00
		APPROVAL TO DELETE THE FOLLOWING FULL TIME POSITION (REF AI# 47822):															
~~0094~~	~~113~~	~~COURIER~~	~~$27,881.00~~	~~$0.00~~	~~$27,881.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$27,881.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0095	113	CLINIC AIDE III	$26,924.00	$0.00	$26,924.00	0	$0.00	$0.00	$26,924.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0096	113	CLERK III	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$600.00	$0.00	$0.00	$0.00	$0.00	$600.00
0097	113	CLERK I	$19,121.00	$1,887.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0098	113	CLINIC AIDE II	$23,083.00	$0.00	$23,083.00	0	$0.00	$0.00	$23,083.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$540.00
0099	113	CLINIC AIDE II	$25,426.00	$0.00	$25,426.00	0	$0.00	$0.00	$25,426.00	$0.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$1,080.00
0100	113	CLERK II	$25,426.00	$0.00	$25,426.00	0	$0.00	$0.00	$25,426.00	$0.00	$480.00	$0.00	$0.00	$0.00	$0.00	$480.00
0101	113	CLINIC AIDE II	$25,426.00	$0.00	$25,426.00	0	$0.00	$0.00	$25,426.00	$0.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$1,020.00
0102	113	CLERK II	$24,826.00	$0.00	$24,826.00	0	$0.00	$0.00	$24,826.00	$0.00	$780.00	$0.00	$0.00	$0.00	$0.00	$780.00
0103	113	CLERK II	$24,693.00	$0.00	$24,693.00	0	$0.00	$0.00	$24,693.00	$0.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$1,080.00
0104	113	CLERK II	$24,645.00	$0.00	$24,645.00	0	$0.00	$0.00	$24,645.00	$0.00	$780.00	$0.00	$0.00	$0.00	$0.00	$780.00
0105	113	CLERK II	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
0106	113	CLERK II	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0107	113	CLERK II	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0108	113	CLERK I	$20,460.00	$548.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0109	113	CLINIC AIDE I	$19,199.00	$1,809.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0110	113	CLERK II	$23,864.00	$0.00	$23,864.00	0	$0.00	$0.00	$23,864.00	$0.00	$720.00	$0.00	$0.00	$0.00	$0.00	$720.00
0112	113	CLERK II	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0113	113	CLERK II	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0114	113	CLERK I	$19,199.00	$1,809.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00

0115	113	CLERK I	$19,121.00	$1,887.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0116	113	CLERK II	$23,864.00	$0.00	$23,864.00	0	$0.00	$0.00	$23,864.00	$0.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$1,020.00
0117	113	CLERK II	$23,864.00	$0.00	$23,864.00	0	$0.00	$0.00	$23,864.00	$0.00	$660.00	$0.00	$0.00	$0.00	$0.00	$660.00
0118	113	CLINIC AIDE II	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0119	113	CLERK II	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0120	113	CLERK I	$19,121.00	$1,887.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0121	113	CLERK II	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
		APPROVAL TO DELETE THE FOLLOWING FULL TIME POSITION (REF AI# 47822):														
~~0122~~	~~113~~	~~CLERK II~~	~~$23,864.00~~	~~$0.00~~	~~$23,864.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$23,864.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0123	113	CLERK II	$23,864.00	$0.00	$23,864.00	0	$0.00	$0.00	$23,864.00	$0.00	$780.00	$0.00	$0.00	$0.00	$0.00	$780.00
0124	113	CLERK II	$23,864.00	$0.00	$23,864.00	0	$0.00	$0.00	$23,864.00	$0.00	$780.00	$0.00	$0.00	$0.00	$0.00	$780.00
0125	113	CLERK II	$23,864.00	$0.00	$23,864.00	0	$0.00	$0.00	$23,864.00	$0.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$1,080.00
0126	113	CLERK II	$23,864.00	$0.00	$23,864.00	0	$0.00	$0.00	$23,864.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0127	113	CLERK II	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
		APPROVAL TO DELETE THE FOLLOWING FULL TIME POSITION(REF AI# 47822):														
~~0128~~	~~113~~	~~CLERK II~~	~~$23,864.00~~	~~$0.00~~	~~$23,864.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$23,864.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0129	113	CLERK II	$23,864.00	$0.00	$23,864.00	0	$0.00	$0.00	$23,864.00	$0.00	$840.00	$0.00	$0.00	$0.00	$0.00	$840.00
0130	113	CLERK II	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0132	113	CLERK II	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
		APPROVAL TO DELETE THE FOLLOWING FULL TIME POSITION(REF AI# 47822):														
~~0133~~	~~113~~	~~CLERK I~~	~~$19,121.00~~	~~$1,887.00~~	~~$21,008.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$21,008.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0134	113	CUSTODIAN II	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0135	113	CUSTODIAN II	$23,864.00	$0.00	$23,864.00	0	$0.00	$0.00	$23,864.00	$0.00	$780.00	$0.00	$0.00	$0.00	$0.00	$780.00
0136	113	CLERK II	$23,864.00	$0.00	$23,864.00	0	$0.00	$0.00	$23,864.00	$0.00	$720.00	$0.00	$0.00	$0.00	$0.00	$720.00
0138	113	CLERK II	$23,864.00	$0.00	$23,864.00	0	$0.00	$0.00	$23,864.00	$0.00	$720.00	$0.00	$0.00	$0.00	$0.00	$720.00
0139	113	CLERK I	$19,121.00	$1,887.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0140	113	CLERK II	$23,083.00	$0.00	$23,083.00	0	$0.00	$0.00	$23,083.00	$0.00	$600.00	$0.00	$0.00	$0.00	$0.00	$600.00
0141	113	CUSTODIAN II	$23,083.00	$0.00	$23,083.00	0	$0.00	$0.00	$23,083.00	$0.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$1,080.00
0143	113	CLERK II	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0144	113	CLERK II	$23,083.00	$0.00	$23,083.00	0	$0.00	$0.00	$23,083.00	$0.00	$660.00	$0.00	$0.00	$0.00	$0.00	$660.00
0145	113	CLERK II	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0146	113	CLERK II	$23,083.00	$0.00	$23,083.00	0	$0.00	$0.00	$23,083.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0147	113	CLERK I	$19,121.00	$1,887.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0148	113	CLINIC AIDE II	$23,083.00	$0.00	$23,083.00	0	$0.00	$0.00	$23,083.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0149	113	CUSTODIAN II	$23,083.00	$0.00	$23,083.00	0	$0.00	$0.00	$23,083.00	$0.00	$600.00	$0.00	$0.00	$0.00	$0.00	$600.00
		APPROVAL TO DELETE THE FOLLOWING FULL TIME POSITION(REF AI# 47822):														
~~0150~~	~~113~~	~~CLERK I~~	~~$19,199.00~~	~~$1,809.00~~	~~$21,008.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$21,008.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0151	113	CLERK I	$19,121.00	$1,887.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0152	113	CLERK II	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
		APPROVAL TO DELETE THE FOLLOWING FULL TIME POSITION(S)(REF AI# 47822):														
~~0153~~	~~113~~	~~CLERK I~~	~~$19,121.00~~	~~$1,887.00~~	~~$21,008.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$21,008.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
~~0154~~	~~113~~	~~CLERK II~~	~~$23,083.00~~	~~$0.00~~	~~$23,083.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$23,083.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0155	113	CLERK II	$23,083.00	$0.00	$23,083.00	0	$0.00	$0.00	$23,083.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$540.00
0156	113	CLERK I	$19,121.00	$1,887.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		APPROVAL TO DELETE THE FOLLOWING FULL TIME POSITION(REF AI# 47822):														
~~0157~~	~~113~~	~~CLINIC AIDE II~~	~~$23,083.00~~	~~$0.00~~	~~$23,083.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$23,083.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0158	113	CLERK I	$19,121.00	$1,887.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0159	113	CLERK II	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0160	113	CLINIC AIDE II	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0161	113	CLINIC AIDE I	$21,935.00	$0.00	$21,935.00	0	$0.00	$0.00	$21,935.00	$0.00	$480.00	$0.00	$0.00	$0.00	$0.00	$480.00
0162	113	CLINIC AIDE I	$19,121.00	$1,887.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0163	113	CLERK I	$19,121.00	$1,887.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0165	113	CLINIC AIDE II	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0166	113	CLERK II	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$540.00
0167	113	CLERK I	$20,460.00	$548.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0168	113	CLINIC AIDE I	$19,121.00	$1,887.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0169	113	CLINIC AIDE I	$19,121.00	$1,887.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0170	113	CLERK I	$19,121.00	$1,887.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

0171	113	CLINIC AIDE I	$21,935.00	$0.00	$21,935.00	0	$0.00	$0.00	$21,935.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0172	113	CLERK II	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$540.00
		APPROVAL TO DELETE THE FOLLOWING FULL TIME POSITION(REF AI# 47822):														
~~0173~~	~~113~~	~~CLERK I~~	~~$19,121.00~~	~~$1,887.00~~	~~$21,008.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$21,008.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0174	113	CLERK I	$19,121.00	$1,887.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0175	113	CLERK I	$19,121.00	$1,887.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0176	113	CLERK I	$19,121.00	$1,887.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0177	113	CLERK I	$19,121.00	$1,887.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0179	113	CLINIC AIDE I	$19,121.00	$1,887.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0180	113	CLERK I	$19,121.00	$1,887.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0181	113	CLINIC AIDE I	$19,121.00	$1,887.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0182	113	CLINIC AIDE I	$19,121.00	$1,887.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0185	114	CUSTODIAN I	$23,807.00	$0.00	$23,807.00	0	$0.00	$0.00	$23,807.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0186	114	CUSTODIAN I	$23,807.00	$0.00	$23,807.00	0	$0.00	$0.00	$23,807.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0187	114	CUSTODIAN I	$19,121.00	$0.00	$19,121.00	0	$0.00	$0.00	$19,121.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0188	114	CUSTODIAN I	$23,807.00	$0.00	$23,807.00	0	$0.00	$0.00	$23,807.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		APPROVAL TO DELETE THE FOLLOWING FULL TIME POSITION(REF AI# 47822):														
~~0190~~	~~114~~	~~CUSTODIAN I~~	~~$23,807.00~~	~~$0.00~~	~~$23,807.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$23,807.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0191	114	CUSTODIAN I	$23,807.00	$0.00	$23,807.00	0	$0.00	$0.00	$23,807.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0192	114	CUSTODIAN I	$20,460.00	$0.00	$20,460.00	0	$0.00	$0.00	$20,460.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0193	114	CUSTODIAN I	$20,460.00	$0.00	$20,460.00	0	$0.00	$0.00	$20,460.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0194	114	CUSTODIAN I	$19,121.00	$0.00	$19,121.00	0	$0.00	$0.00	$19,121.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0195	114	CUSTODIAN I	$19,121.00	$0.00	$19,121.00	0	$0.00	$0.00	$19,121.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0196	114	CUSTODIAN I	$19,121.00	$0.00	$19,121.00	0	$0.00	$0.00	$19,121.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0197	114	CUSTODIAN I	$21,129.00	$0.00	$21,129.00	0	$0.00	$0.00	$21,129.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0198	113	NUTRITIONIST I	$44,171.00	$0.00	$44,171.00	0	$0.00	$0.00	$44,171.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0199	113	NUTRITIONIST I	$44,171.00	$0.00	$44,171.00	0	$0.00	$0.00	$44,171.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0200	113	AREA COORDINATOR I	$57,462.00	$0.00	$57,462.00	0	$0.00	$0.00	$57,462.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0201	113	LICENSED VOCATIONAL NURSE II	$41,280.00	$0.00	$41,280.00	0	$0.00	$0.00	$41,280.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0202	113	LICENSED VOCATIONAL NURSE II	$41,280.00	$0.00	$41,280.00	0	$0.00	$0.00	$41,280.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
0203	113	CLERK I	$19,121.00	$1,887.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0204	113	CLERK I	$19,121.00	$1,887.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0206	113	CLERK I	$20,460.00	$548.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0207	113	CLERK I	$19,121.00	$1,887.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0209	113	CLINIC AIDE I	$19,121.00	$1,887.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0210	113	CLINIC AIDE I	$20,460.00	$548.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0211	113	CUSTODIAN I	$20,460.00	$548.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0212	113	REGISTERED DIETITIAN I	$47,703.00	$0.00	$47,703.00	0	$0.00	$0.00	$47,703.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0213	113	CLERK I	$19,121.00	$1,887.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0214	113	CLERK I	$19,121.00	$1,887.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0215	113	CLERK I	$19,121.00	$1,887.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
0216	113	NUTRITIONIST I	$44,171.00	$0.00	$44,171.00	0	$0.00	$0.00	$44,171.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
		APPROVAL TO DELETE THE FOLLOWING FULL TIME POSITION(REF AI# 47822):														
~~0218~~	~~113~~	~~NUTRITIONIST I~~	~~$41,280.00~~	~~$0.00~~	~~$41,280.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$41,280.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0219	113	COORDINATOR IV	$56,238.00	$0.00	$56,238.00	0	$0.00	$0.00	$56,238.00	$0.00	$660.00	$0.00	$0.00	$0.00	$0.00	$660.00
0221	113	NUTRITIONIST I	$41,280.00	$0.00	$41,280.00	0	$0.00	$0.00	$41,280.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0222	113	CUSTODIAN II	$24,645.00	$0.00	$24,645.00	0	$0.00	$0.00	$24,645.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0223	113	CLINIC AIDE I	$19,121.00	$1,887.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0224	113	CLERK I	$19,121.00	$1,887.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0226	113	REGISTERED DIETITIAN I	$46,143.00	$0.00	$46,143.00	0	$0.00	$0.00	$46,143.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0227	113	CLERK I	$19,121.00	$1,887.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0228	113	CLERK I	$19,121.00	$1,887.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0231	113	ADMINISTRATIVE ASSISTANT III	$35,064.00	$0.00	$35,064.00	0	$0.00	$0.00	$35,064.00	$0.00	$660.00	$0.00	$0.00	$0.00	$0.00	$660.00
0234	113	CUSTODIAN II	$24,645.00	$0.00	$24,645.00	0	$0.00	$0.00	$24,645.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0235	113	CLERK I	$19,121.00	$1,887.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0236	113	CLERK I	$19,199.00	$1,809.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
0238	114	CUSTODIAN I	$19,121.00	$0.00	$19,121.00	0	$0.00	$0.00	$19,121.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0239	113	CLERK I	$19,121.00	$1,887.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

0240	113	ADMINISTRATIVE ASSISTANT III	$35,064.00	$0.00	$35,064.00	0	$0.00	$0.00	$35,064.00	$0.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$1,200.00
0242	113	NUTRITIONIST II	$48,149.00	$0.00	$48,149.00	0	$0.00	$0.00	$48,149.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$540.00
0244	113	CLERK IV	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0246	113	PEER COUNSELOR MANAGER	$28,094.00	$0.00	$28,094.00	0	$0.00	$0.00	$28,094.00	$0.00	$600.00	$0.00	$0.00	$0.00	$0.00	$600.00
0247	113	LACTATION SPECIALIST	$32,769.00	$0.00	$32,769.00	0	$0.00	$0.00	$32,769.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
		APPROVAL TO CREATE THE FOLLOWING POSITION(S)(REF AI# 47822):														
0248	**113**	**CLINIC MANAGER**	**$0.00**	**$44,583.00**	**$44,583.00**		**$0.00**	**$0.00**	**$44,583.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
0249	**113**	**CLINIC MANAGER**	**$0.00**	**$44,583.00**	**$44,583.00**		**$0.00**	**$0.00**	**$44,583.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
		APPROVAL TO CREATE THE FOLLOWING POSITION (REF AI# 47669):														
0250	**113**	**CLINIC MANAGER**	**$0.00**	**$44,583.00**	**$44,583.00**		**$0.00**	**$0.00**	**$44,583.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
			$5,870,952.00	$207,961.00	$6,078,913.00		$0.00	$0.00	$6,078,913.00	$0.00	$108,240.00	$0.00	$0.00	$0.00	$0.00	$108,240.00

APPROVAL OF THE ABOVE HIGHLIGHTED PERSONNEL ACTIONS ARE PENDING CC APPROVAL.

AI -47822 **Budget and Management** **23. D.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Obdett Calzada, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Discussion, consideration and approval of positions not included in the 2015 Adopted Salary Schedule as listed below, to be effective 01/01/2015:

a. WIC ADM Grant (1292):
Approval of the following personnel action(s), as previously approved by CC on 9/23/2014 (refer to agenda item no. 46359):

Action	Slot No.	Position Title	Current/Proposed Budgeted Salary
DELETE	0018	Nutritionist I	$41,280.00
DELETE	0058	Clerk V	$35,391.00
DELETE	0094	Courier	$27,881.00
DELETE	0122	Clerk II	$23,864.00
DELETE	0128	Clerk II	$23,864.00
DELETE	0133	Clerk I	$21,008.00
DELETE	0150	Clerk I	$21,008.00
DELETE	0153	Clerk I	$21,008.00
DELETE	0154	Clerk II	$23,083.00
DELETE	0157	Clinic Aide II	$23,083.00
DELETE	0173	Clerk I	$21,008.00
DELETE	0190	Custodian I	$23,807.00
DELETE	0218	Nutritionist I	$41,280.00
CREATE	0248	Clinic Manager	$44,583.00
CREATE	0249	Clinic Manager	$44,583.00

b. TX Agrilife Ext (1100):
Approval of the following personnel actions, effective 1/1/2015:

Action	Slot No.	Adopted Budgeted Allowance	Proposed Budgeted Allowance

Authorize Supplemental Pay Allowance	A008	-0-	$20,475.00
Authorize Supplemental Pay Allowance	A010	-0-	$17,195.00

2. Approval of transfer.
3. Approval of revised salary schedule(s).

BACKGROUND

WIC ADM Grant (1292)- Minimum wage increased to $10.10 per hour during the 2015 budget process.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Please see attached fiscal note and transfer, the supplemental pay allowance is given to the Tx Agrilife state employees.

Attachments

Transfer- Tx Agrilife
Fiscal Note- TX AGRILIFE
2015 WIC-Revised Salary Schedule
2015 Tx Agrilife-Revised Salary Schedule

Form Review

Inbox	Reviewed By	Date
Obdett Calzada (Originator)	Obdett Calzada	12/12/2014 03:06 PM
Budget & Management	Veronica Ortiz	12/12/2014 03:08 PM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Obdett Calzada		Started On: 12/12/2014 01:58 PM
Final Approval Date: 12/12/2014		

DATE: December 16, 2014

DEPARTMENT HEAD: Sergio Cruz

2015

AI- 47822

DEPARTMENT NAME: Dept. of Budget & Mgmt - Tx Agrilife Ext

ACCOUNT NUMBER: 5-1100-4XX-00-XXX-00X-0-XXX

CONTACT PERSON: Obdett Calzada **PHONE:** (956) 292-7025 Ext. 5419

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE / DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM				
5-1100-415-00-115-002-0-	**899**	**Co Wide Adm**	**Contingency**	**($44,782.10)**
TO				
5-1100-461-00-380-001-0	**117**	**Tx Agrilife Ext**	**Supplemental Pay**	**37,670.00**
5-1100-461-00-380-001-0	**220**	**Tx Agrilife Ext**	**FICA**	**2,881.76**
5-1100-461-00-380-001-0	**230**	**Tx Agrilife Ext**	**Retirement**	**4,004.32**
5-1100-461-00-380-001-0	**250**	**Tx Agrilife Ext**	**Unemployment Comp**	**226.02**
		TOTAL BUDGET INCREASE (DECREASE)		**0.00**

REASON: **To fund supplemental pay allowance for two positions, slots A008 and A010, not included in the 2015 Adopted Salary Schedule.**

SIGNATURE

COMMISSIONERS COURT **DATE** / / **ATTEST, COUNTY CLERK**

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, December 16, 2014 Agenda Item: 47822

Summary of request/proposal:
TX AGRILIFE EXT (1100)-
APPROVAL TO AUTHORIZE SUPPLEMENTAL PAY ALLOWANCE, EFFECTIVE 1/1/2015:

Fund	Position	Slot #	Obj	ADOPTED Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	CEA-FR	A008	117	0.00	20,475.00	20,475.00
1100	CEA-4-H	A010	117	0.00	17,195.00	17,195.00
				0.00	37,670.00	37,670.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-461-00-380-001-0	117	TX AGRILIFE EXT	SUPPLEMENTAL PAY	$37,670.00
5-1100-461-00-380-001-0	211	TX AGRILIFE EXT	HEALTH INSURANCE	$0.00
5-1100-461-00-380-001-0	212	TX AGRILIFE EXT	LIFE INSURANCE	$0.00
5-1100-461-00-380-001-0	220	TX AGRILIFE EXT	FICA	$2,881.76
5-1100-461-00-380-001-0	230	TX AGRILIFE EXT	RETIREMENT	$4,004.32
5-1100-461-00-380-001-0	250	TX AGRILIFE EXT	UNEMPLOYMENT COMP	$226.02
5-1100-461-00-380-001-0	260	TX AGRILIFE EXT	WORKER'S COMP	$0.00
			2015 Budgetary Impact	$44,782.10

2016 Budgetary Impact: $44,782.10

Possible Funding Sources: CO WIDE CONTINGENCY 5-1100-415-00-115-002-0-899

Comments:

SUPPLEMENTAL PAY ALLOWANCE IS GIVEN TO THE AGRILIFE STATE EMPLOYEES.

HIDALGO COUNTY
COMMISSIONER COURT
2015 SALARY SCHEDULE

5-1292-441-00-350-001-5

AI - 47822

WIC ADM

Slot #	Obj Code	POSITION TITLE	2014 BUDGETED SALARY	2015 ADJUSTED SALARY	2015 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2015 BUDGETED SALARY APPROVED	2015 ACTUAL SALARY	Other Allowances					2015 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	112	WIC DIRECTOR	$101,228.00	$0.00	$101,228.00	0	$0.00	$0.00	$101,228.00	$0.00	$1,800.00	$0.00	$0.00	$0.00	$0.00	$1,800.00
0002	113	AREA COORDINATOR III	$71,759.00	$0.00	$71,759.00	0	$0.00	$0.00	$71,759.00	$0.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$1,380.00
0003	113	AREA COORDINATOR II	$65,566.00	$0.00	$65,566.00	0	$0.00	$0.00	$65,566.00	$0.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$1,200.00
0005	113	EXECUTIVE ASSISTANT II	$48,149.00	$0.00	$48,149.00	0	$0.00	$0.00	$48,149.00	$0.00	$1,500.00	$0.00	$0.00	$0.00	$0.00	$1,500.00
0008	113	REGISTERED DIETITIAN II	$52,306.00	$0.00	$52,306.00	0	$0.00	$0.00	$52,306.00	$0.00	$960.00	$0.00	$0.00	$0.00	$0.00	$960.00
0011	113	NUTRITIONIST II	$48,149.00	$0.00	$48,149.00	0	$0.00	$0.00	$48,149.00	$0.00	$720.00	$0.00	$0.00	$0.00	$0.00	$720.00
0012	113	ACCOUNTANT IV	$57,462.00	$0.00	$57,462.00	0	$0.00	$0.00	$57,462.00	$0.00	$1,800.00	$0.00	$0.00	$0.00	$0.00	$1,800.00
0013	113	REGISTERED DIETITIAN I	$49,887.00	$0.00	$49,887.00	0	$0.00	$0.00	$49,887.00	$0.00	$480.00	$0.00	$0.00	$0.00	$0.00	$480.00
0014	113	NUTRITIONIST I	$48,506.00	$0.00	$48,506.00	0	$0.00	$0.00	$48,506.00	$0.00	$840.00	$0.00	$0.00	$0.00	$0.00	$840.00
0017	113	LICENSED VOCATIONAL NURSE II	$46,004.00	$0.00	$46,004.00	0	$0.00	$0.00	$46,004.00	$0.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$1,380.00
		APPROVAL TO DELETE THE FOLLOWING FULL TIME POSITION (REF AI# 47822):														
~~0018~~	~~113~~	~~NUTRITIONIST I~~	~~$41,280.00~~	~~$0.00~~	~~$41,280.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$41,280.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0019	113	NUTRITIONIST I	$46,004.00	$0.00	$46,004.00	0	$0.00	$0.00	$46,004.00	$0.00	$840.00	$0.00	$0.00	$0.00	$0.00	$840.00
0020	113	NUTRITIONIST I	$46,004.00	$0.00	$46,004.00	0	$0.00	$0.00	$46,004.00	$0.00	$660.00	$0.00	$0.00	$0.00	$0.00	$660.00
0021	113	NUTRITIONIST I	$46,004.00	$0.00	$46,004.00	0	$0.00	$0.00	$46,004.00	$0.00	$720.00	$0.00	$0.00	$0.00	$0.00	$720.00
0022	113	LICENSED VOCATIONAL NURSE II	$45,616.00	$0.00	$45,616.00	0	$0.00	$0.00	$45,616.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0023	113	CLINIC MANAGER	$46,143.00	$0.00	$46,143.00	0	$0.00	$0.00	$46,143.00	$0.00	$720.00	$0.00	$0.00	$0.00	$0.00	$720.00
0024	113	LICENSED VOCATIONAL NURSE II	$47,061.00	$0.00	$47,061.00	0	$0.00	$0.00	$47,061.00	$0.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$1,020.00
0025	113	CLINIC MANAGER	$44,794.00	$0.00	$44,794.00	0	$0.00	$0.00	$44,794.00	$0.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$1,020.00
0026	113	NUTRITIONIST I	$44,171.00	$0.00	$44,171.00	0	$0.00	$0.00	$44,171.00	$0.00	$480.00	$0.00	$0.00	$0.00	$0.00	$480.00
0027	113	LICENSED VOCATIONAL NURSE II	$44,171.00	$0.00	$44,171.00	0	$0.00	$0.00	$44,171.00	$0.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$1,080.00
0028	113	CLINIC MANAGER	$44,583.00	$0.00	$44,583.00	0	$0.00	$0.00	$44,583.00	$0.00	$720.00	$0.00	$0.00	$0.00	$0.00	$720.00
0029	113	LICENSED VOCATIONAL NURSE II	$42,725.00	$0.00	$42,725.00	0	$0.00	$0.00	$42,725.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0030	113	NUTRITIONIST I	$44,171.00	$0.00	$44,171.00	0	$0.00	$0.00	$44,171.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$540.00
0031	113	CLINIC MANAGER	$46,143.00	$0.00	$46,143.00	0	$0.00	$0.00	$46,143.00	$0.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$1,080.00
0032	113	NUTRITIONIST I	$44,171.00	$0.00	$44,171.00	0	$0.00	$0.00	$44,171.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
0033	113	CLINIC MANAGER	$44,583.00	$0.00	$44,583.00	0	$0.00	$0.00	$44,583.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0034	113	CLINIC MANAGER	$44,583.00	$0.00	$44,583.00	0	$0.00	$0.00	$44,583.00	$0.00	$780.00	$0.00	$0.00	$0.00	$0.00	$780.00
0035	113	NUTRITIONIST I	$41,280.00	$0.00	$41,280.00	0	$0.00	$0.00	$41,280.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		APPROVAL TO DELETE THE FOLLOWING FULL TIME POSITION (REF AI# 47669):														
~~0036~~	~~113~~	~~LICENSED VOCATIONAL NURSE II~~	~~$41,280.00~~	~~$0.00~~	~~$41,280.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$41,280.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0037	113	LICENSED VOCATIONAL NURSE II	$43,099.00	$0.00	$43,099.00	0	$0.00	$0.00	$43,099.00	$0.00	$900.00	$0.00	$0.00	$0.00	$0.00	$900.00
0039	113	LICENSED VOCATIONAL NURSE II	$42,977.00	$0.00	$42,977.00	0	$0.00	$0.00	$42,977.00	$0.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$1,200.00
0040	113	LICENSED VOCATIONAL NURSE II	$42,977.00	$0.00	$42,977.00	0	$0.00	$0.00	$42,977.00	$0.00	$960.00	$0.00	$0.00	$0.00	$0.00	$960.00
0041	113	LICENSED VOCATIONAL NURSE II	$42,977.00	$0.00	$42,977.00	0	$0.00	$0.00	$42,977.00	$0.00	$780.00	$0.00	$0.00	$0.00	$0.00	$780.00
0042	113	VENDOR LIASON	$44,583.00	$0.00	$44,583.00	0	$0.00	$0.00	$44,583.00	$0.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$1,320.00
0044	113	LICENSED VOCATIONAL NURSE II	$41,280.00	$0.00	$41,280.00	0	$0.00	$0.00	$41,280.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$540.00
0045	113	WIC CRTFCTN SPECIALIST III	$39,696.00	$0.00	$39,696.00	0	$0.00	$0.00	$39,696.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
0047	113	LICENSED VOCATIONAL NURSE II	$41,280.00	$0.00	$41,280.00	0	$0.00	$0.00	$41,280.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0048	113	WIC CRTFCTN SPECIALIST III	$38,254.00	$0.00	$38,254.00	0	$0.00	$0.00	$38,254.00	$0.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$1,320.00
0049	113	WIC CRTFCTN SPECIALIST III	$38,254.00	$0.00	$38,254.00	0	$0.00	$0.00	$38,254.00	$0.00	$1,500.00	$0.00	$0.00	$0.00	$0.00	$1,500.00
0050	113	WIC CRTFCTN SPECIALIST III	$38,254.00	$0.00	$38,254.00	0	$0.00	$0.00	$38,254.00	$0.00	$1,800.00	$0.00	$0.00	$0.00	$0.00	$1,800.00
0051	113	WIC CERTIFICATION SPECIALIST I	$28,745.00	$0.00	$28,745.00	0	$0.00	$0.00	$28,745.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0053	113	LICENSED VOCATIONAL NURSE II	$41,280.00	$0.00	$41,280.00	0	$0.00	$0.00	$41,280.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0054	113	LICENSED VOCATIONAL NURSE II	$41,280.00	$0.00	$41,280.00	0	$0.00	$0.00	$41,280.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

0055	113	CLERK II	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0057	113	CLERK V	$35,391.00	$0.00	$35,391.00	0	$0.00	$0.00	$35,391.00	$0.00	$1,800.00	$0.00	$0.00	$0.00	$0.00	$1,800.00
		APPROVAL TO DELETE THE FOLLOWING FULL TIME POSITION (REF AI# 47822):															
~~0058~~	~~113~~	~~CLERK V~~	~~$35,391.00~~	~~$0.00~~	~~$35,391.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$35,391.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0059	113	CLERK V	$35,391.00	$0.00	$35,391.00	0	$0.00	$0.00	$35,391.00	$0.00	$1,560.00	$0.00	$0.00	$0.00	$0.00	$1,560.00
0060	113	CLERK IV	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$0.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$1,080.00
0061	113	CLERK III	$28,921.00	$0.00	$28,921.00	0	$0.00	$0.00	$28,921.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
0062	113	CLERK IV	$32,939.00	$0.00	$32,939.00	0	$0.00	$0.00	$32,939.00	$0.00	$1,800.00	$0.00	$0.00	$0.00	$0.00	$1,800.00
0063	113	CLERK IV	$32,879.00	$0.00	$32,879.00	0	$0.00	$0.00	$32,879.00	$0.00	$1,620.00	$0.00	$0.00	$0.00	$0.00	$1,620.00
0064	113	CLERK IV	$32,804.00	$0.00	$32,804.00	0	$0.00	$0.00	$32,804.00	$0.00	$1,560.00	$0.00	$0.00	$0.00	$0.00	$1,560.00
0065	113	CLINIC AIDE III	$32,544.00	$0.00	$32,544.00	0	$0.00	$0.00	$32,544.00	$0.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$1,380.00
0066	113	CLERK IV	$30,785.00	$0.00	$30,785.00	0	$0.00	$0.00	$30,785.00	$0.00	$960.00	$0.00	$0.00	$0.00	$0.00	$960.00
0067	113	WIC CRTFCTN SPECIALIST II	$32,466.00	$0.00	$32,466.00	0	$0.00	$0.00	$32,466.00	$0.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$1,320.00
0068	113	WIC CRTFCTN SPECIALIST II	$31,552.00	$0.00	$31,552.00	0	$0.00	$0.00	$31,552.00	$0.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$1,080.00
0069	113	CLERK III	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$660.00	$0.00	$0.00	$0.00	$0.00	$660.00
0070	113	CLERK IV	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$0.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$1,380.00
0071	113	WIC CERTIFICATION SPECIALIST I	$30,850.00	$0.00	$30,850.00	0	$0.00	$0.00	$30,850.00	$0.00	$960.00	$0.00	$0.00	$0.00	$0.00	$960.00
0073	113	WIC CERTIFICATION SPECIALIST I	$30,683.00	$0.00	$30,683.00	0	$0.00	$0.00	$30,683.00	$0.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$1,020.00
0074	113	WIC CERTIFICATION SPECIALIST I	$30,683.00	$0.00	$30,683.00	0	$0.00	$0.00	$30,683.00	$0.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$1,320.00
0075	113	CLERK IV	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$0.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$1,380.00
0076	113	CLERK IV	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$0.00	$1,500.00	$0.00	$0.00	$0.00	$0.00	$1,500.00
0077	113	CLERK IV	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$0.00	$1,500.00	$0.00	$0.00	$0.00	$0.00	$1,500.00
0078	113	CLERK IV	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$0.00	$720.00	$0.00	$0.00	$0.00	$0.00	$720.00
0079	113	WIC CERTIFICATION SPECIALIST I	$29,656.00	$0.00	$29,656.00	0	$0.00	$0.00	$29,656.00	$0.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$1,260.00
0080	113	WIC CERTIFICATION SPECIALIST I	$27,835.00	$0.00	$27,835.00	0	$0.00	$0.00	$27,835.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0081	113	CLERK III	$29,040.00	$0.00	$29,040.00	0	$0.00	$0.00	$29,040.00	$0.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$1,020.00
0082	113	CLINIC AIDE III	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0083	113	CLERK III	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$900.00	$0.00	$0.00	$0.00	$0.00	$900.00
0084	113	WIC CERTIFICATION SPECIALIST I	$29,696.00	$0.00	$29,696.00	0	$0.00	$0.00	$29,696.00	$0.00	$900.00	$0.00	$0.00	$0.00	$0.00	$900.00
0085	113	CLERK III	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$1,260.00
0086	113	MAINTENANCE III	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$0.00	$780.00	$0.00	$0.00	$0.00	$0.00	$780.00
0087	113	CLINIC AIDE III	$27,835.00	$0.00	$27,835.00	0	$0.00	$0.00	$27,835.00	$0.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$1,260.00
0088	113	CLINIC AIDE III	$27,835.00	$0.00	$27,835.00	0	$0.00	$0.00	$27,835.00	$0.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$1,200.00
0089	113	WIC CERTIFICATION SPECIALIST I	$27,835.00	$0.00	$27,835.00	0	$0.00	$0.00	$27,835.00	$0.00	$960.00	$0.00	$0.00	$0.00	$0.00	$960.00
0090	113	CLERK III	$27,835.00	$0.00	$27,835.00	0	$0.00	$0.00	$27,835.00	$0.00	$720.00	$0.00	$0.00	$0.00	$0.00	$720.00
0091	113	CLERK I	$19,121.00	$1,887.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0092	113	CLERK III	$26,924.00	$0.00	$26,924.00	0	$0.00	$0.00	$26,924.00	$0.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$1,020.00
		APPROVAL TO DELETE THE FOLLOWING FULL TIME POSITION (REF AI# 47822):															
~~0094~~	~~113~~	~~COURIER~~	~~$27,881.00~~	~~$0.00~~	~~$27,881.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$27,881.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0095	113	CLINIC AIDE III	$26,924.00	$0.00	$26,924.00	0	$0.00	$0.00	$26,924.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0096	113	CLERK III	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$600.00	$0.00	$0.00	$0.00	$0.00	$600.00
0097	113	CLERK I	$19,121.00	$1,887.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0098	113	CLINIC AIDE II	$23,083.00	$0.00	$23,083.00	0	$0.00	$0.00	$23,083.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$540.00
0099	113	CLINIC AIDE II	$25,426.00	$0.00	$25,426.00	0	$0.00	$0.00	$25,426.00	$0.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$1,080.00
0100	113	CLERK II	$25,426.00	$0.00	$25,426.00	0	$0.00	$0.00	$25,426.00	$0.00	$480.00	$0.00	$0.00	$0.00	$0.00	$480.00
0101	113	CLINIC AIDE II	$25,426.00	$0.00	$25,426.00	0	$0.00	$0.00	$25,426.00	$0.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$1,020.00
0102	113	CLERK II	$24,826.00	$0.00	$24,826.00	0	$0.00	$0.00	$24,826.00	$0.00	$780.00	$0.00	$0.00	$0.00	$0.00	$780.00
0103	113	CLERK II	$24,693.00	$0.00	$24,693.00	0	$0.00	$0.00	$24,693.00	$0.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$1,080.00
0104	113	CLERK II	$24,645.00	$0.00	$24,645.00	0	$0.00	$0.00	$24,645.00	$0.00	$780.00	$0.00	$0.00	$0.00	$0.00	$780.00
0105	113	CLERK II	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
0106	113	CLERK II	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0107	113	CLERK II	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0108	113	CLERK I	$20,460.00	$548.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0109	113	CLINIC AIDE I	$19,199.00	$1,809.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0110	113	CLERK II	$23,864.00	$0.00	$23,864.00	0	$0.00	$0.00	$23,864.00	$0.00	$720.00	$0.00	$0.00	$0.00	$0.00	$720.00
0112	113	CLERK II	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0113	113	CLERK II	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0114	113	CLERK I	$19,199.00	$1,809.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00

0115	113	CLERK I	$19,121.00	$1,887.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0116	113	CLERK II	$23,864.00	$0.00	$23,864.00	0	$0.00	$0.00	$23,864.00	$0.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$1,020.00
0117	113	CLERK II	$23,864.00	$0.00	$23,864.00	0	$0.00	$0.00	$23,864.00	$0.00	$660.00	$0.00	$0.00	$0.00	$0.00	$660.00
0118	113	CLINIC AIDE II	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0119	113	CLERK II	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0120	113	CLERK I	$19,121.00	$1,887.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0121	113	CLERK II	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
		APPROVAL TO DELETE THE FOLLOWING FULL TIME POSITION (REF AI# 47822):														
~~0122~~	~~113~~	~~CLERK II~~	~~$23,864.00~~	~~$0.00~~	~~$23,864.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$23,864.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0123	113	CLERK II	$23,864.00	$0.00	$23,864.00	0	$0.00	$0.00	$23,864.00	$0.00	$780.00	$0.00	$0.00	$0.00	$0.00	$780.00
0124	113	CLERK II	$23,864.00	$0.00	$23,864.00	0	$0.00	$0.00	$23,864.00	$0.00	$780.00	$0.00	$0.00	$0.00	$0.00	$780.00
0125	113	CLERK II	$23,864.00	$0.00	$23,864.00	0	$0.00	$0.00	$23,864.00	$0.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$1,080.00
0126	113	CLERK II	$23,864.00	$0.00	$23,864.00	0	$0.00	$0.00	$23,864.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0127	113	CLERK II	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
		APPROVAL TO DELETE THE FOLLOWING FULL TIME POSITION(REF AI# 47822):														
~~0128~~	~~113~~	~~CLERK II~~	~~$23,864.00~~	~~$0.00~~	~~$23,864.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$23,864.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0129	113	CLERK II	$23,864.00	$0.00	$23,864.00	0	$0.00	$0.00	$23,864.00	$0.00	$840.00	$0.00	$0.00	$0.00	$0.00	$840.00
0130	113	CLERK II	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0132	113	CLERK II	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
		APPROVAL TO DELETE THE FOLLOWING FULL TIME POSITION(REF AI# 47822):														
~~0133~~	~~113~~	~~CLERK I~~	~~$19,121.00~~	~~$1,887.00~~	~~$21,008.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$21,008.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0134	113	CUSTODIAN II	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0135	113	CUSTODIAN II	$23,864.00	$0.00	$23,864.00	0	$0.00	$0.00	$23,864.00	$0.00	$780.00	$0.00	$0.00	$0.00	$0.00	$780.00
0136	113	CLERK II	$23,864.00	$0.00	$23,864.00	0	$0.00	$0.00	$23,864.00	$0.00	$720.00	$0.00	$0.00	$0.00	$0.00	$720.00
0138	113	CLERK II	$23,864.00	$0.00	$23,864.00	0	$0.00	$0.00	$23,864.00	$0.00	$720.00	$0.00	$0.00	$0.00	$0.00	$720.00
0139	113	CLERK I	$19,121.00	$1,887.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0140	113	CLERK II	$23,083.00	$0.00	$23,083.00	0	$0.00	$0.00	$23,083.00	$0.00	$600.00	$0.00	$0.00	$0.00	$0.00	$600.00
0141	113	CUSTODIAN II	$23,083.00	$0.00	$23,083.00	0	$0.00	$0.00	$23,083.00	$0.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$1,080.00
0143	113	CLERK II	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0144	113	CLERK II	$23,083.00	$0.00	$23,083.00	0	$0.00	$0.00	$23,083.00	$0.00	$660.00	$0.00	$0.00	$0.00	$0.00	$660.00
0145	113	CLERK II	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0146	113	CLERK II	$23,083.00	$0.00	$23,083.00	0	$0.00	$0.00	$23,083.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0147	113	CLERK I	$19,121.00	$1,887.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0148	113	CLINIC AIDE II	$23,083.00	$0.00	$23,083.00	0	$0.00	$0.00	$23,083.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0149	113	CUSTODIAN II	$23,083.00	$0.00	$23,083.00	0	$0.00	$0.00	$23,083.00	$0.00	$600.00	$0.00	$0.00	$0.00	$0.00	$600.00
		APPROVAL TO DELETE THE FOLLOWING FULL TIME POSITION(REF AI# 47822):														
~~0150~~	~~113~~	~~CLERK I~~	~~$19,199.00~~	~~$1,809.00~~	~~$21,008.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$21,008.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0151	113	CLERK I	$19,121.00	$1,887.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0152	113	CLERK II	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
		APPROVAL TO DELETE THE FOLLOWING FULL TIME POSITION(S)(REF AI# 47822):														
~~0153~~	~~113~~	~~CLERK I~~	~~$19,121.00~~	~~$1,887.00~~	~~$21,008.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$21,008.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
~~0154~~	~~113~~	~~CLERK II~~	~~$23,083.00~~	~~$0.00~~	~~$23,083.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$23,083.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0155	113	CLERK II	$23,083.00	$0.00	$23,083.00	0	$0.00	$0.00	$23,083.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$540.00
0156	113	CLERK I	$19,121.00	$1,887.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		APPROVAL TO DELETE THE FOLLOWING FULL TIME POSITION(REF AI# 47822):														
~~0157~~	~~113~~	~~CLINIC AIDE II~~	~~$23,083.00~~	~~$0.00~~	~~$23,083.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$23,083.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0158	113	CLERK I	$19,121.00	$1,887.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0159	113	CLERK II	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0160	113	CLINIC AIDE II	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0161	113	CLINIC AIDE I	$21,935.00	$0.00	$21,935.00	0	$0.00	$0.00	$21,935.00	$0.00	$480.00	$0.00	$0.00	$0.00	$0.00	$480.00
0162	113	CLINIC AIDE I	$19,121.00	$1,887.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0163	113	CLERK I	$19,121.00	$1,887.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0165	113	CLINIC AIDE II	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0166	113	CLERK II	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$540.00
0167	113	CLERK I	$20,460.00	$548.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0168	113	CLINIC AIDE I	$19,121.00	$1,887.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0169	113	CLINIC AIDE I	$19,121.00	$1,887.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0170	113	CLERK I	$19,121.00	$1,887.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

0171	113	CLINIC AIDE I	$21,935.00	$0.00	$21,935.00	0	$0.00	$0.00	$21,935.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0172	113	CLERK II	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$540.00
		APPROVAL TO DELETE THE FOLLOWING FULL TIME POSITION(REF AI# 47822):														
~~0173~~	~~113~~	~~CLERK I~~	~~$19,121.00~~	~~$1,887.00~~	~~$21,008.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$21,008.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0174	113	CLERK I	$19,121.00	$1,887.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0175	113	CLERK I	$19,121.00	$1,887.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0176	113	CLERK I	$19,121.00	$1,887.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0177	113	CLERK I	$19,121.00	$1,887.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0179	113	CLINIC AIDE I	$19,121.00	$1,887.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0180	113	CLERK I	$19,121.00	$1,887.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0181	113	CLINIC AIDE I	$19,121.00	$1,887.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0182	113	CLINIC AIDE I	$19,121.00	$1,887.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0185	114	CUSTODIAN I	$23,807.00	$0.00	$23,807.00	0	$0.00	$0.00	$23,807.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0186	114	CUSTODIAN I	$23,807.00	$0.00	$23,807.00	0	$0.00	$0.00	$23,807.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0187	114	CUSTODIAN I	$19,121.00	$0.00	$19,121.00	0	$0.00	$0.00	$19,121.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0188	114	CUSTODIAN I	$23,807.00	$0.00	$23,807.00	0	$0.00	$0.00	$23,807.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		APPROVAL TO DELETE THE FOLLOWING FULL TIME POSITION(REF AI# 47822):														
~~0190~~	~~114~~	~~CUSTODIAN I~~	~~$23,807.00~~	~~$0.00~~	~~$23,807.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$23,807.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0191	114	CUSTODIAN I	$23,807.00	$0.00	$23,807.00	0	$0.00	$0.00	$23,807.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0192	114	CUSTODIAN I	$20,460.00	$0.00	$20,460.00	0	$0.00	$0.00	$20,460.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0193	114	CUSTODIAN I	$20,460.00	$0.00	$20,460.00	0	$0.00	$0.00	$20,460.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0194	114	CUSTODIAN I	$19,121.00	$0.00	$19,121.00	0	$0.00	$0.00	$19,121.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0195	114	CUSTODIAN I	$19,121.00	$0.00	$19,121.00	0	$0.00	$0.00	$19,121.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0196	114	CUSTODIAN I	$19,121.00	$0.00	$19,121.00	0	$0.00	$0.00	$19,121.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0197	114	CUSTODIAN I	$21,129.00	$0.00	$21,129.00	0	$0.00	$0.00	$21,129.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0198	113	NUTRITIONIST I	$44,171.00	$0.00	$44,171.00	0	$0.00	$0.00	$44,171.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0199	113	NUTRITIONIST I	$44,171.00	$0.00	$44,171.00	0	$0.00	$0.00	$44,171.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0200	113	AREA COORDINATOR I	$57,462.00	$0.00	$57,462.00	0	$0.00	$0.00	$57,462.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0201	113	LICENSED VOCATIONAL NURSE II	$41,280.00	$0.00	$41,280.00	0	$0.00	$0.00	$41,280.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0202	113	LICENSED VOCATIONAL NURSE II	$41,280.00	$0.00	$41,280.00	0	$0.00	$0.00	$41,280.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
0203	113	CLERK I	$19,121.00	$1,887.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0204	113	CLERK I	$19,121.00	$1,887.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0206	113	CLERK I	$20,460.00	$548.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0207	113	CLERK I	$19,121.00	$1,887.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0209	113	CLINIC AIDE I	$19,121.00	$1,887.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0210	113	CLINIC AIDE I	$20,460.00	$548.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0211	113	CUSTODIAN I	$20,460.00	$548.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0212	113	REGISTERED DIETITIAN I	$47,703.00	$0.00	$47,703.00	0	$0.00	$0.00	$47,703.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0213	113	CLERK I	$19,121.00	$1,887.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0214	113	CLERK I	$19,121.00	$1,887.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0215	113	CLERK I	$19,121.00	$1,887.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
0216	113	NUTRITIONIST I	$44,171.00	$0.00	$44,171.00	0	$0.00	$0.00	$44,171.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
		APPROVAL TO DELETE THE FOLLOWING FULL TIME POSITION(REF AI# 47822):														
~~0218~~	~~113~~	~~NUTRITIONIST I~~	~~$41,280.00~~	~~$0.00~~	~~$41,280.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$41,280.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0219	113	COORDINATOR IV	$56,238.00	$0.00	$56,238.00	0	$0.00	$0.00	$56,238.00	$0.00	$660.00	$0.00	$0.00	$0.00	$0.00	$660.00
0221	113	NUTRITIONIST I	$41,280.00	$0.00	$41,280.00	0	$0.00	$0.00	$41,280.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0222	113	CUSTODIAN II	$24,645.00	$0.00	$24,645.00	0	$0.00	$0.00	$24,645.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0223	113	CLINIC AIDE I	$19,121.00	$1,887.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0224	113	CLERK I	$19,121.00	$1,887.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0226	113	REGISTERED DIETITIAN I	$46,143.00	$0.00	$46,143.00	0	$0.00	$0.00	$46,143.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0227	113	CLERK I	$19,121.00	$1,887.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0228	113	CLERK I	$19,121.00	$1,887.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0231	113	ADMINISTRATIVE ASSISTANT III	$35,064.00	$0.00	$35,064.00	0	$0.00	$0.00	$35,064.00	$0.00	$660.00	$0.00	$0.00	$0.00	$0.00	$660.00
0234	113	CUSTODIAN II	$24,645.00	$0.00	$24,645.00	0	$0.00	$0.00	$24,645.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
0235	113	CLERK I	$19,121.00	$1,887.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0236	113	CLERK I	$19,199.00	$1,809.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
0238	114	CUSTODIAN I	$19,121.00	$0.00	$19,121.00	0	$0.00	$0.00	$19,121.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0239	113	CLERK I	$19,121.00	$1,887.00	$21,008.00	0	$0.00	$0.00	$21,008.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

0240	113	ADMINISTRATIVE ASSISTANT III	$35,064.00	$0.00	$35,064.00	0	$0.00	$0.00	$35,064.00	$0.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$1,200.00
0242	113	NUTRITIONIST II	$48,149.00	$0.00	$48,149.00	0	$0.00	$0.00	$48,149.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$540.00
0244	113	CLERK IV	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0246	113	PEER COUNSELOR MANAGER	$28,094.00	$0.00	$28,094.00	0	$0.00	$0.00	$28,094.00	$0.00	$600.00	$0.00	$0.00	$0.00	$0.00	$600.00
0247	113	LACTATION SPECIALIST	$32,769.00	$0.00	$32,769.00	0	$0.00	$0.00	$32,769.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
		APPROVAL TO CREATE THE FOLLOWING POSITION(S)(REF AI# 47822):														
0248	**113**	**CLINIC MANAGER**	**$0.00**	**$44,583.00**	**$44,583.00**		**$0.00**	**$0.00**	**$44,583.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
0249	**113**	**CLINIC MANAGER**	**$0.00**	**$44,583.00**	**$44,583.00**		**$0.00**	**$0.00**	**$44,583.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
		APPROVAL TO CREATE THE FOLLOWING POSITION (REF AI# 47669):														
0250	**113**	**CLINIC MANAGER**	**$0.00**	**$44,583.00**	**$44,583.00**		**$0.00**	**$0.00**	**$44,583.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
			$5,870,952.00	$207,961.00	$6,078,913.00		$0.00	$0.00	$6,078,913.00	$0.00	$108,240.00	$0.00	$0.00	$0.00	$0.00	$108,240.00

APPROVAL OF THE ABOVE HIGHLIGHTED PERSONNEL ACTIONS ARE PENDING CC APPROVAL.

HIDALGO COUNTY
COMMISSIONER COURT
2015 SALARY SCHEDULE

5-1100-461-00-380-001-0

AI - 47822

Tx Agrilife Ext

Slot #	Obj Code	POSITION TITLE	2014 BUDGETED SALARY	2015 ADJUSTED SALARY	2015 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2015 BUDGETED SALARY APPROVED	2015 ACTUAL SALARY	Other Allowances					2015 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0002	113	4H YOUTH OUTREACH COORD	$34,804.00	$0.00	$34,804.00	0	$0.00	$0.00	$34,804.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0003	113	ADMINISTRATIVE ASSISTANT II	$31,045.00	$0.00	$31,045.00	0	$0.00	$0.00	$31,045.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0004	113	ADMINISTRATIVE ASSISTANT II	$31,045.00	$0.00	$31,045.00	0	$0.00	$0.00	$31,045.00	$0.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$1,140.00
A005	113	CEA - AGRICULTURE	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,868.00	$0.00	$0.00	$24,868.00
A006	113	C E A-FCS	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,868.00	$0.00	$0.00	$24,868.00
0007	113	FML & CNSMR SCNC PRG ASST	$23,864.00	$0.00	$23,864.00	0	$0.00	$0.00	$23,864.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
		APPROVAL TO AUTHORIZE SUPPLEMENTAL PAY ALLOWANCE:											$20,475.00			
A008	113	CEA-FR	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	~~$0.00~~	$0.00	$0.00	$0.00
A009	113	COORDINATOR	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,475.00	$0.00	$0.00	$20,475.00
		APPROVAL TO AUTHORIZE SUPPLEMENTAL PAY ALLOWANCE:											$17,195.00			
A010	113	C E A - 4-H	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	~~$0.00~~	$0.00	$0.00	$0.00
0011	113	ADMINISTRATIVE ASSISTANT II	$28,094.00	$0.00	$28,094.00	0	$0.00	$0.00	$28,094.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0012	113	ADMINISTRATIVE ASSISTANT II	$28,094.00	$0.00	$28,094.00	0	$0.00	$0.00	$28,094.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
			$176,946.00	$0.00	$176,946.00		$0.00	$0.00	$176,946.00	$0.00	$1,560.00	$0.00	$107,881.00	$0.00	$0.00	$71,771.00

APPROVAL OF THE ABOVE HIGHLIGHTED PERSONNEL ACTIONS ARE PENDING CC APPROVAL.

AI -47806 **Budget and Management** **23. E.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Sergio Cruz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Discussion, consideration and approval of Resolution authorizing County staff, in cooperation with the County's financial advisor, Estrada Hinojosa & Company, Inc., to submit one or more applications to the State Infrastructure Bank in an effort to obtain funding for certain road improvements.

2. Discussion, consideration and approval to submit the following Applications for Financial Assistance to TxDOT's State Infrastructure Bank (SIB), with authority for County Judge to sign the same:

a. Application for Financial Assistance in the amount of $2,561,468 for Liberty Boulavard (from Mile 4 to FM 2221) CSJ: 0921-02-322
b. Application for Financial Assistance in the amount of $2,415,305 for 10th Street (from SH 107 to FM 1925) CSJ: 0921-02-300
c. Application for Financial Assistance in the amount of $1,266,465 for FM 2220 (from FM 1924 to Mile 5 North) CSJ: 2094-01-038
d. Application for Financial Assistance in the amount of $3,544,000 for Mile 6 West (from Mile 9N to Mile 11N) CSJ: 0921-02-286

BACKGROUND

Submittal of the applications for financial assistance do not commit the County, all loan agreements will be brought back for Commissioners
Court approval after the terms of the loans have been negotiated and only if those terms are deemed favorable by the County's Financial Adviser.

Fiscal Impact

Attachments

1
2

3
4

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/12/2014 09:41 AM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Sergio Cruz		Started On: 12/12/2014 08:55 AM
Final Approval Date: 12/12/2014		

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AI -47619 **Budget and Management** **23. F.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Sylvia Solis, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Approval of amendment to Appendix A of the Financial Advisory Services contract.
2. Approval of third party invoices and fixed costs and expenses for the bond sales dated November 18, 2014.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary impact at this time.

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Sylvia Solis (Originator)	Sylvia Solis	12/12/2014 09:04 AM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Sylvia Solis		Started On: 12/02/2014
Final Approval Date: 12/12/2014		

AI -47612 **Budget and Management** **23. G.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

New Courthouse (1100):
Approval to designate the amount of $4,041,000.00 in the year 2014 for the design, construction and other expenditures related to the construction of the New County Courthouse.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-423-21-280-087-0-XXX

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

BUDGETARY IMPACT:

Funds available in the following object codes as of 12-1-14:

311 - $ 173,100.00
339 - $ 57,910.07
431 - $2,110,981.25
671 - $1,699,008.68
Total:$4,041,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/04/2014 08:47 AM
Glinda Pacheco	Glinda Pacheco	12/09/2014 10:12 AM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Merlen P. Munoz		Started On: 12/01/2014 02:43 PM
Final Approval Date: 12/12/2014		

AI -47615 **Budget and Management** **23. H.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Human Services - 1115 Waiver DSRIP (1100):
Approval to designate the amount of $4,003,115.63 in the year 2014 for expenditures related to the 1115 Waiver Program.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-444-00-240-005-0-XXX

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

BUDGETARY IMPACT:

Funds available in the following object codes as of 12/10/14 (see attached schedule).

Attachments

Summary of designation of funds

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/01/2014 03:37 PM
Merlen P. Munoz (Originator)	Merlen P. Munoz	12/10/2014 08:39 AM
Budget & Management	Veronica Ortiz	12/10/2014 08:44 AM
Ivan Cantu	Ivan Cantu	12/11/2014 10:58 AM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM

Form Started By: Merlen P. Munoz Started On: 12/01/2014 03:18 PM

Final Approval Date: 12/12/2014

Hidalgo County

Department of Budget and Management

2014 DESIGNATION OF FUNDS

1115 Waiver DSRIP

as of 12/10/2014

4-1100-444-00-240-005-0-XXX

Object	Amt to Designate
113	27,093.51
115	223.44
211	3,895.83
212	26.08
220	2,171.07
230	2,922.49
250	153.06
260	45.58
320	73,621.93
336	100,000.00
339	120,000.00
583	3,478.75
601	8,955.38
603	146,020.55
604	148,398.40
607	250.00
619	467.69
630	45.33
661	1,509.73
664	65,341.20
665	4,069.72
748	51,364.16
780	4,500.00
890	3,238,561.73
Total:	**4,003,115.63**

AI -47476 **Budget and Management** **23. I.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Rolando Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

TxDOT-Precinct No.1 (1315):
Approval to issue check payable to Texas Department of Transportation Trust Fund in the amount of $7,100.00 for additional direct costs related to engineering for the Mile 6 West road project. Limits are from Mile 9 to Mile 11 (CSJ# 0921-02-168).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 14 **ACCT. #:** 4-1315-431-00-121-039-0-731

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

BUDGETARY IMPACT:

Available balance of $7,100.00 for check payment.

Attachments

TxDOT Letter

Form Review

Inbox	Reviewed By	Date
Roland Garcia (Originator)	Rolando Garcia	12/03/2014 01:48 PM
Budget & Management	Veronica Ortiz	12/04/2014 08:36 AM
Glinda Pacheco	Glinda Pacheco	12/09/2014 04:01 PM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Rolando Garcia		Started On: 11/18/2014 02:05 PM
Final Approval Date: 12/12/2014		

Texas Department of Transportation
125 EAST 11TH STREET | AUSTIN, TEXAS 78701-2483 | (512) 463-8588 | WWW.TXDOT.GOV

October 7, 2014

RECEIVED
OCT 09 2014
COUNTY JUDGE

The Honorable Ramon Garcia
Hidalgo County Judge
P.O. Box 1356
Edinburg, Texas 78540

RE: Advance Funding Agreement (AFA)
Mile 6 West from Mile 9 to Mile 11
CSJ# 0921-02-168

Dear Judge Garcia:

The above captioned project is in the development stage and an Advance Funding Agreement (AFA) has been executed. In accordance with the AFA, Hidalgo County deposited $10,000 upon execution of the agreement for the estimated engineering phase direct costs which are the responsibility of the County.

As of September 03, 2014 $11,684 has been incurred for the engineering phase direct costs thus far. We are estimating that approximately $17,100 in direct state costs will be incurred upon the completion of the engineering phase. Therefore, per the terms of the AFA, **we are requesting that Hidalgo County please remit a check made payable to the "Texas Department of Transportation Trust Fund" in the amount of $7,100 within thirty days from receipt of this letter** to the attention of Mr. Homero Bazan, Jr., P.E, our Director of Transportation Planning and Development, at 600 West Expressway 83, Pharr, Texas 78577 for further processing.

If you have any questions concerning this matter, please contact Mr. Bazan or me at (956) 702-6100.

Sincerely,

Toribio Garza, Jr., P.E.
Pharr District Engineer

Enclosure

cc: Pedro R. Alvarez, P.E., Deputy District Engineer
Homero Bazan, Jr., P.E., Director of Transportation Planning and Development
Rene Garza, P.E., Pharr Area Engineer
Griselda Saldivar, P.E., Project Manager
Project File

AI -47721 **Budget and Management** **23. J.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Rolando Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Precinct No.2 TxDOT:
Approval to issue check payable to Texas Department of Transportation Trust Fund in the amount of $2,500.00 to cover additional engineering direct state costs for associated with CR 653 (Las Milpas Road) over South Floodway Channel project and with the County Treasurer to issue check after review and processing procedures are completed by the County Auditor. (CSJ:0921-02-252)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 14 **ACCT. #:** 4-1315-431-60-122-057-0-732

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

BUDGETARY IMPACT:

Funding pending approval of AI-47797 CC 12/16/14.

Attachments

Letter

Form Review

Inbox	Reviewed By	Date
Roland Garcia (Originator)	Rolando Garcia	12/09/2014 05:34 PM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Rolando Garcia		Started On: 12/08/2014 02:30 PM
Final Approval Date: 12/12/2014		

Texas Department of Transportation
125 EAST 11TH STREET | AUSTIN, TEXAS 78701-2483 | (512) 463-8588 | WWW.TXDOT.GOV

October 7, 2014

The Honorable Ramon Garcia
Hidalgo County Judge
P.O. Box 1356
Edinburg, Texas 78540

RE: Advance Funding Agreement (AFA)
CR 653 (Las Milpas Road) over South Floodway Channel
CSJ# 0921-02-252

Dear Judge Garcia:

The above captioned project is in the development stage and an Advance Funding Agreement (AFA) has been executed. In accordance with the AFA, Hidalgo County deposited $748.80 upon execution of the agreement for the estimated engineering phase direct costs which are the responsibility of the County.

As of September 03, 2014 $1,771 has been incurred for the engineering phase direct costs thus far. We are estimating that approximately $3,249 in direct state costs will be incurred upon the completion of the engineering phase. Therefore, per the terms of the AFA, **please remit a check made payable to the "Texas Department of Transportation Trust Fund" in the amount of $2,500 within 30 days from receipt of this letter** to the attention of Mr. Homero Bazan, Jr., P.E, our Director of Transportation Planning and Development, at 600 West Expressway 83, Pharr, Texas 78577 for further processing.

If you have any questions concerning this matter, please contact Mr. Bazan or me at (956) 702-6100.

Sincerely,

Toribio Garza, Jr., P.E.
Pharr District Engineer

HIDALGO COUNTY
PRECINCT NO. 2
2014 OCT 28 AM 10 25

Enclosure

cc: Pedro R. Alvarez, P.E., Deputy District Engineer
Homero Bazan, Jr., P.E., Director of Transportation Planning and Development
Rene Garza, P.E., Pharr Area Engineer
Monica Perez, P.E., Project Manager
Project File

AI -47704 **Budget and Management** **23. K.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Rolando Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Precinct No.4 TxDOT:
1. Approval of Advanced Funding Agreement (AFA) between Hidalgo County and Texas Department of Transportation for FM1925 from FM907 to Sharp Road - (CSJ:1803-02-035) and with authority for County Judge to sign all appropriate documentation.

2. Approval of Advanced Funding Agreement (AFA) between Hidalgo County and Texas Department of Transportation for 10th Street Extension from SH107 to FM1925 - (CSJ: 0921-02-300) and with authority for County Judge to sign all appropriate documentation.

3. Approval to issue check payable to Texas Department of Transportation Trust Fund in the amount of $150,800.00 to cover County's estimated share of preliminary engineering and Right of Way Direct State Costs associated with 10th Street Extension project and with the County Treasurer to issue check after review and processing procedures are completed by the County Auditor.

BACKGROUND

(2) Original Agreements for EACH will need to be signed by the County Judge

---

Fiscal Impact

FISCAL YEAR: 14 **ACCT. #:** 4-1303-431-00-124-127-0-841

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

BUDGETARY IMPACT:

For FM1925 (FM907-Sharp) - PO#703928 for WA#1 is for Preliminary Engineering Services.

FISCAL YEAR: 14 **ACCT. #:** 4-1315-431-00-124-030-0-XXX

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

BUDGETARY IMPACT:

10th Street Extension:
PO#700265 - WA#2 - Engineering Services

FISCAL YEAR: 14 **ACCT. #:** 4-1303-431-00-124-030-0-731

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

BUDGETARY IMPACT:

Check Payable for 10th Street project

Attachments

AFA 10th Street

AFA FM 1925 (FM907-Sharp)

Form Review

Inbox	Reviewed By	Date
Roland Garcia (Originator)	Rolando Garcia	12/09/2014 05:33 PM
Sylvia Solis	Sylvia Solis	12/11/2014 05:04 PM
Budget & Management	Veronica Ortiz	12/12/2014 08:42 AM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Rolando Garcia		Started On: 12/08/2014 09:10 AM
Final Approval Date: 12/12/2014		

Texas Department of Transportation
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July 2, 2014

HIDALGO COUNTY
BUDGET OFFICE
2014 JUL 8 PM 2:25

Honorable Ramon Garcia
Hidalgo County Judge
P.O. Box 1356
Edinburg, Texas 78540

RE: Advance Funding Agreement (AFA)
10th Street Extension from SH 107 to FM 1925
CSJ: 0921-02-300

Dear Judge Garcia:

Enclosed please find two revised originals of the Advance Funding Agreement (AFA). Per the County's request we have revised Attachment C to separate and identify the Construction Direct State Cost (DSC) for state review and oversight and the reimbursable Construction Engineering & Contingencies. Please disregard the previously submitted AFA.

Please sign and return both originals, along with the County's resolution authorizing the AFA, to the attention of Mr. Homero Bazan, Jr., our Director of Transportation Planning and Development, at 600 West Expressway 83, Pharr, Texas 78577 for further processing. Please also include a check for $150,800, made payable to the Texas Department of Transportation Trust Fund, to cover the County's estimated share of Preliminary Engineering (PE) and Right of Way DSC associated with this project. Please contact Mr. Bazan or me at 702-6100 if you have any questions regarding this submission.

Sincerely,

Toribio Garza, Jr., P.E.
Pharr District Engineer

Enclosure

cc: Pedro R. Alvarez, P.E., Deputy District Engineer
Homero Bazan, Jr., P.E., Director of Transportation Planning and Development
Hector Gonzalez, Interim Pharr Area Engineer
Monica Perez, P.E., Project Manager
Project File

CSJ # **0921-02-300**
District # **21 – Pharr**
Code Chart 64 # **50109**
Project: **10th Street Extension from SH 107 to FM 1925**
Federal Highway Administration
CFDA # **20.205**
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For A
SURFACE TRANSPORTATION PROGRAM - METROPOLITAN MOBILITY AND REHABILITATION PROJECT OFF- SYSTEM

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation called the "State", and the **Hidalgo County,** acting by and through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

WHEREAS, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall design, construct and operate a system of highways in cooperation with local governments; and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number ,**113885** authorizing the State to undertake and complete a highway improvement generally described as **construct four lane roadway on the 10th Street Extension** called the "Project"; and,

WHEREAS, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated _____**, 20**___, which is attached to and made a part of this agreement as Attachment "A" for the improvement covered by this agreement. A map showing the Project location appears in Attachment "B," which is attached to and made a part of this agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this agreement, it is agreed as follows:

CSJ # **0921-02-300**
District # **21 – Pharr**
Code Chart 64 # **50109**
Project: **10th Street Extension from SH 107 to FM 1925**
Federal Highway Administration
CFDA # **20.205**
Not Research and Development

AGREEMENT

1. **Period of the Agreement**
   This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Project is completed or unless terminated as provided below.

2. **Scope of Work**
   Construct four lane roadway on the 10th Street extension from SH 107 to FM 1925, as shown on Attachment "B".

3. **Local Project Sources and Uses of Funds**
   - **A.** The total estimated cost of the Project is shown in the Project Budget – Attachment "C", which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Governments, or other parties is shown in Attachment "C". The State will pay for only those project costs that have been approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
   - **B.** If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
   - **C.** This Project cost estimate shows how necessary resources for completing the Project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
   - **D.** The State will be responsible for securing the Federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
   - **E.** The Local Government will be responsible for all non-federal or non-state participation costs associated with the Project, including any overruns in excess of the approved local project

budget unless otherwise provided for in this agreement or approved otherwise in an amendment to this agreement.

F. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

G. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.

H. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to the State Project.

I. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government, the State, or the Federal government will be promptly paid by the owing party. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.

J. The State will not pay interest on any funds provided by the Local Government.

K. If a waiver has been granted, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this agreement is terminated at the request of the Local Government prior to completion of the Project.

L. If the Project has been approved for a "fixed price" or an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the amount of the fixed price or the incremental payment schedule.

M. If the Local government is an Economically Disadvantaged County and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

N. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

O. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.

P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

Q. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this agreement.

4. Termination of this Agreement

This agreement shall remain in effect until the project is completed and accepted by all parties, unless:

A. The agreement is terminated in writing with the mutual consent of the parties;

B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;

C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or

D. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

5. Amendments

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

6. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

7. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction.

Reimbursement for eligible compensable utility costs will be made to the Local Government in an amount not to exceed eighty percent (80%) of eligible compensable utility reimbursements. The Local Government will be responsible for one hundred percent (100%) of all utility adjustment costs exceeding the amount shown in Attachment C.

The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

8. **Environmental Assessment and Mitigation**
Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.
   - **A.** The Local Government is responsible for the identification and assessment of any environmental problems associated with the development of a local project governed by this agreement.
   - **B.** The Local Government is responsible for the cost of any environmental problem's mitigation and remediation.
   - **C.** The Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment. Public hearings will not be held prior to the approval of project schematic.
   - **D.** The Local Government is responsible for the preparation of the NEPA documents required for the environmental clearance of this Project.
   - **E.** Before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

9. **Compliance with Texas Accessibility Standards and ADA**
All parties to this agreement shall ensure that the plans for and the construction of all projects subject to this agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. **Architectural and Engineering Services**
The Local Government has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable *American Association of State Highway and Transportation Officials* design standards. In procuring professional services, the parties to this agreement must comply with federal requirements cited in 23 CFR Part 172 if the project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters.

11. Construction Responsibilities

A. The Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

B. The Local Government will use its approved contract letting and award procedures to let and award the construction contract.

C. Prior to their execution, the State will be given the opportunity to review contract change orders.

D. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.

E. For federally funded contracts, the parties to this agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

12. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads after completion of the work and the State shall be responsible for maintenance of state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

13. Right of Way and Real Property

A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.

B. If the Local Government is the owner of any part of the Project site under this agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.

C. All parties to this agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local to the real property required for development of the Project. The evidence of title or rights shall be

acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.

E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this agreement and the obligation of federal spending authority.

F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.

G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of The State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.

I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by The State prior to its execution. A copy of the executed agreement shall be provided to The State.

14. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
County Judge	Director of Contract Services Office
County of Hidalgo	Texas Department of Transportation
PO Box 1356	125 E. 11th Street
Edinburg, Texas 78740	Austin, Texas 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

15. Legal Construction

If one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

16. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

17. Ownership of Documents

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

18. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

19. Sole Agreement

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the agreement's subject matter.

20. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

21. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

22. Inspection of Books and Records

The parties to this agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

23. Civil Rights Compliance

The Local Government shall comply with the regulations of the United States Department of Transportation as they relate to non-discrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

24. Disadvantaged Business Enterprise (DBE) Program Requirements

A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.

B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas

Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

25. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

26. Lobbying Certification

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of

any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

27. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

28. Federal Funding Accountability and Transparency Act Requirements

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. The Local Government agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than $25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: https://www.sam.gov/portal/public/SAM/
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top five (5) executives to the State if:

i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and
ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

29. Single Audit Report

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

B. If threshold expenditures of $750,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at http://www.txdot.gov/inside-txdot/office/audit/contact.html.

C. If expenditures are less than $750,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the $750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

30. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

CSJ # **0921-02-300**
District # **21 – Pharr**
Code Chart 64 # **50109**
Project: **10th Street Extension from SH 107 to FM 1925**
Federal Highway Administration
CFDA # **20.205**
Not Research and Development

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

_____
Signature

_____
Typed or Printed Name

_____
Title

_____
Date

THE STATE OF TEXAS

_____
Janice Mullenix
Director of Contract Services
Texas Department of Transportation

_____
Date

CSJ # **0921-02-300**
District # **21 – Pharr**
Code Chart 64 # **50109**
Project: **10th Street Extension from SH 107 to FM 1925**
Federal Highway Administration
CFDA # **20.205**
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ATTACHMENT A
RESOLUTION OR ORDINANCE

CSJ # **0921-02-300**
District # **21 – Pharr**
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Project: **10th Street Extension from SH 107 to FM 1925**
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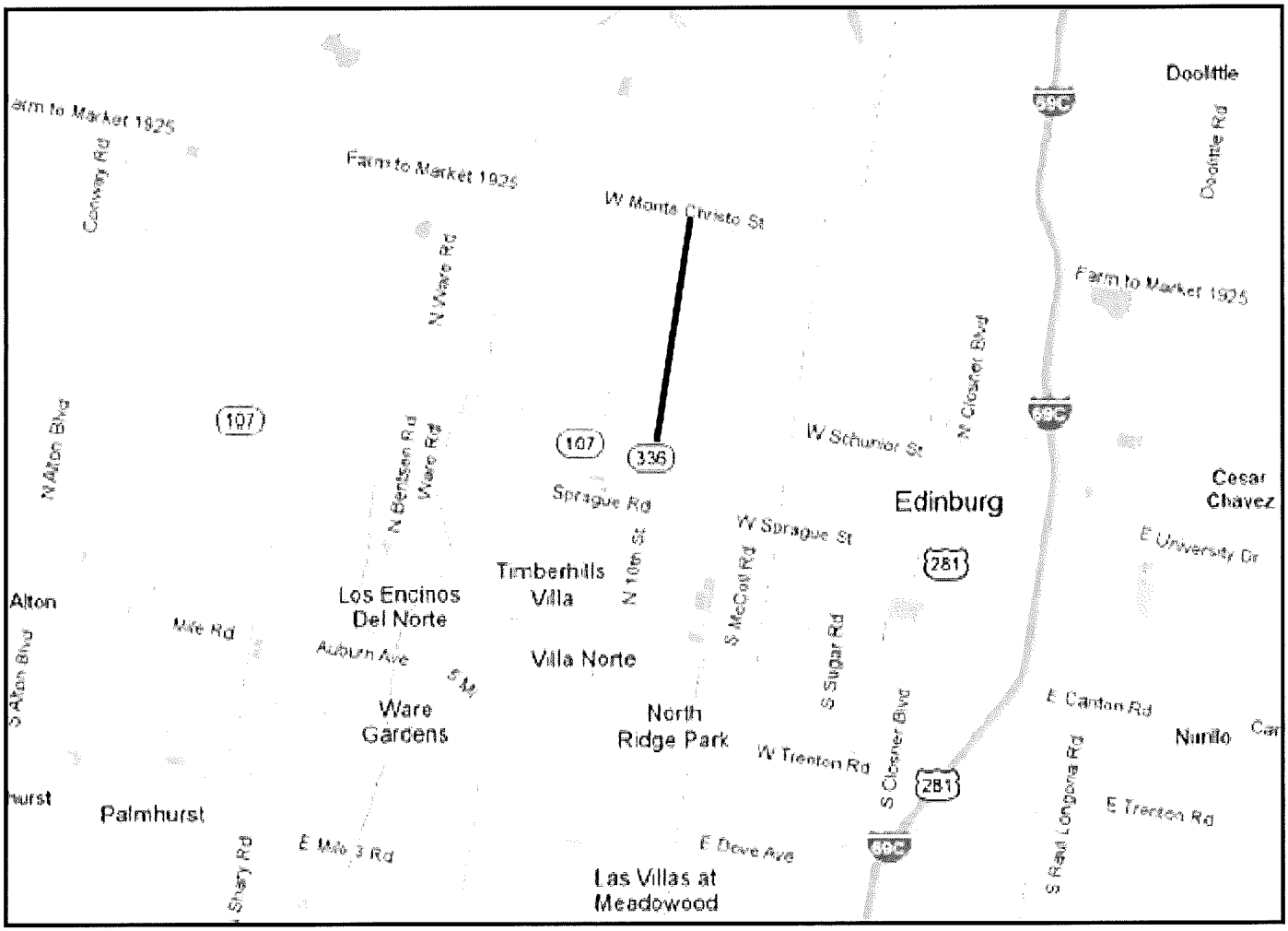
ATTACHMENT B
LOCATION MAP SHOWING PROJECT



CSJ # **0921-02-300**
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ATTACHMENT C
PROJECT BUDGET

This project has received a total of $11,933,250 in Category 7, Metropolitan Mobility and Rehabilitation (7MM) and Category 12, Surface Transportation Program Metropolitan Mobility Category 7 Reconciliation funds. Category 7 used for Right Of Way/utilities, the federal participation is 80% and the local government participation is 20%. For Category 7 used for construction, construction engineering and contingencies and Category 12 used for construction considering an 83% Economically Disadvantaged County Program reduction to the project's construction cost, the federal participation is 80%, the state participation is 16.6% and the local government participation is 3.4%. The Local Government will be responsible for 100% of all cost overruns exceeding the approved funding amount. The following is an estimated breakdown of the project costs and funding participation:

Description		Total Estimated Cost	Federal Participation		State Participation			Local Participation		
			%	Cost	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.
Preliminary Engineering (by LG)		$ 493,675	0%	$ 0	0%	0%	$ 0	100%	100%	$ 493,675
Right of Way/Utilities – Off System (by LG) Cat 7		$ 750,000	80%	$ 600,000	0%	0%	$ 0	20%	20%	$ 150,000
Construction (by LG) Cat 7		$ 9,675,000	80%	$ 7,740,000	0%	16.6%	$ 1,606,050	20%	3.4%	$ 328,950
Cat 12		$ 400,000	80%	$ 320,000	0%	16.6%	$ 66,400	20%	3.4%	$ 13,600
Contingencies & Construction Engineering (by LG) Cat 7		$ 907,250	80%	$ 725,800	0%	16.6%	$ 150,603	20%	3.4%	$ 30,847
Subtotal		**$ 12,225,925**		**$ 9,385,800**			**$ 1,823,053**			**$ 1,017,072**
Direct State Costs for Prelim. Engineering **$74,000**	Environm. Direct State Costs (30%)	$ 22,200	0%	$ 0	0%	0%	$ 0	100%	100%	$ 22,200
	Right of Way Direct State Costs (10%)	$ 7,400	0%	$ 0	0%	0%	$ 0	100%	100%	$ 7,400
	Engineer. Direct State Costs (50%)	$ 37,000	0%	$ 0	0%	0%	$ 0	100%	100%	$ 37,000
	Utility Direct State Costs (10%)	$ 7,400	0%	$ 0	0%	0%	$ 0	100%	100%	$ 7,400
ROW Direct State Costs (Division review and oversight)		$ 76,800	0%	$ 0	0%	0%	$ 0	100%	100%	$ 76,800
Construction Direct State Costs (State review and oversight of Construction Engineering) Cat 7		$ 201,000	80%	$ 160,800	0%	16.6%	$ 33,366	20%	3.4%	$ 6,834
Indirect State Costs (6.2%)		$ 624,650	0%	$ 0	100%	100%	$ 624,650	0%	0%	$ 0
Subtotal		**$ 976,450**		**$ 160,800**			**$ 658,016**			**$ 157,634**
TOTAL		**$ 13,202,375**		**$ 9,546,600**			**$ 2,481,069**			**$ 1,174,706**

CSJ # **0921-02-300**
District # **21 – Pharr**
Code Chart 64 # **50109**
Project: **10th Street Extension from SH 107 to FM 1925**
Federal Highway Administration
CFDA # **20.205**
Not Research and Development

Initial payment by the Local Government to the State:	**$150,800**
Payment by the Local Government to the State before construction:	**$ 6,834**
Estimated total payment by the Local Government to the State:	**$157,634**

This is an estimate. The final amount of Local Government participation will be based on actual costs.

Texas Department of Transportation
125 EAST 11TH STREET | AUSTIN, TEXAS 78701-2483 | (512) 463-8588 | WWW.TXDOT.GOV

September 10, 2014

Honorable Ramon Garcia
Hidalgo County Judge
P.O. Box 1356
Edinburg, Texas 78540

RE: Advance Funding Agreement
Voluntary Local Government Contributions
FM 1925 from FM 907 to Sharp Road
CSJ: 1803-02-035

Dear Judge Garcia:

Attached for your signature please find two originals of the Advance Funding Agreement for Voluntary Local Government Contributions. This agreement addresses the County's commitment to donate the project's environmental document and plans, specifications and estimate (PS&E) for the widening of FM 1925 from FM 907 to Sharp Road.

Thank you for the County's proactive efforts and partnership approach in helping with the improvements to FM 1925. Please sign and return both signed originals to the attention of Mr. Homero Bazan, Jr., our Director of Transportation Planning and Development, at 600 West Expressway 83, Pharr, Texas 78577 for further processing.

Please contact Mr. Bazan or me at (956)702-6100 if you have any questions regarding this submission.

HIDALGO COUNTY
BUDGET OFFICE
2014 NOV 31 PM 1 54

Sincerely,

Toribio Garza, Jr., P.E.
Pharr District Engineer

Attachments

cc: Pedro R. Alvarez, P.E., Deputy District Engineer
Homero Bazan, Jr., P.E., Director of Transportation Planning and Development
Rene Garza, P.E., Pharr Area Engineer
Margil Maldonado, P.E., Project Manager
Jacinto Garza, P.E., L&G Engineering
Project File

CSJ # **1803-02-035**
District # **21 - Pharr**
Code Chart 64 # **50109**
Project: **FM 1925 from FM 907 to Sharp Road**

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT FOR VOLUNTARY LOCAL GOVERNMENT CONTRIBUTIONS TO TRANSPORTATION IMPROVEMENT PROJECTS WITH NO REQUIRED MATCH

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "State", and the **Hidalgo County,** acting by and through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, Transportation Code, Chapters 201, 221, and 361, authorize the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and,

WHEREAS, Government Code, Chapter 791, and Transportation Code, §201.209 and Chapter 221, authorize the State to contract with municipalities and political subdivisions; and,

WHEREAS, Commission Minute Order Number 114027 authorizes the State to undertake and complete a highway improvement generally described as the widening of FM 1925 to four lanes; and,

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as **environmental document and plans, specifications and estimate (PS&E) for the widening of FM 1925 to four lanes from FM 907 to Sharp Road**, called the "Project"; and,

WHEREAS, the State has determined that such participation is in the best interest of the citizens of the State;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, the State and the Local Government do agree as follows:

AGREEMENT

1. **Time Period Covered**
   This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and the Local Government will consider it to be in full force and effect until the Project described in this agreement has been completed and accepted by all parties or unless terminated, as provided for by this agreement.

2. **Project Funding and Work Responsibilities**
   A. The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities which is attached to and made a part of this contract. In addition to identifying those items of work paid for by payments to the State, Attachment A,

Payment Provision and Work Responsibilities, also specifies those Project items of work that are the responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.

B. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs.

C. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.

D. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied by the State to the Project. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.

3. Right of Access

If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

4. Adjustments Outside the Project Site

The Local Government will provide for all necessary right of way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

5. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

6. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the local government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

7. Interest

The State will not pay interest on funds provided by the Local Government. Funds provided by the Local Government will be deposited into, and retained in, the State Treasury.

8. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A, Payment Provision and Work Responsibilities, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges adopted by the State and incorporated in this agreement by reference, or special specifications approved by the State.

9. Increased Costs

A. In the event it is determined that the funding provided by the Local Government will be insufficient to cover the State's cost for performance of the Local Government's requested work, the Local Government will pay to the State the additional funds necessary to cover the anticipated additional cost. The State shall send the Local Government a written notification stating the amount of additional funding needed and stating the reasons for the needed additional funds. The Local Government shall pay the funds to the State within thirty (30) days of the written notification, unless otherwise agreed to by all parties to this agreement. If the Local Government cannot pay the additional funds, this contract shall be mutually terminated in accordance with Article 11 – Termination. If this is a fixed price agreement as specified in Attachment A, Payment Provision and Work Responsibilities, this provision shall only apply in the event changed site conditions are discovered or as mutually agreed upon by the State and the Local Government.

B. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the Local Government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

10. Maintenance

Upon completion of the Project, the State will assume responsibility for the maintenance of the completed Project unless otherwise specified in Attachment A to this agreement.

11. Termination

A. This agreement may be terminated in the following manner:

1. By mutual written agreement and consent of both parties;
2. By either party upon the failure of the other party to fulfill the obligations set forth in this agreement; or
3. By the State if it determines that the performance of the Project is not in the best interest of the State.

B. If the agreement is terminated in accordance with the above provisions, the Local Government will be responsible for the payment of Project costs incurred by the State on behalf of the Local Government up to the time of termination.

C. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.

12. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

Local Government:	**State:**
Judge	Director of Contract Services Office
Hidalgo County	Texas Department of Transportation
PO Box 1356	125 E. 11th Street
Edinburg, Texas 78540	Austin, Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided in this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

13. Sole Agreement

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Local Government and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

14. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

15. Amendments

By mutual written consent of the parties, this agreement may be amended prior to its expiration.

16. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds.

An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

17. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately and the State may recover damages and all costs of completing the work.

18. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

_____
Signature

_____
Typed or Printed Name

_____
Title

_____
Date

THE STATE OF TEXAS

_____
District Engineer

_____
Date

CSJ # **1803-02-035**
District # **21 - Pharr**
Code Chart 64 # **50109**
Project: **FM 1925 from FM 907 to Sharp Road**

ATTACHMENT A
PAYMENT PROVISION AND WORK RESPONSIBILITIES

A. Scope of Work

The Local Government will perform the environmental document and PS&E for the widening of FM 1925 to a four lanes from FM 907 to Sharp Road.

B. Payment Provision

The Local Government's participation will be limited to performing the environmental document and PS&E. The State will be responsible for the direct state costs of preliminary engineering and environmental, as well as indirect state costs. The State has estimated the Project cost to be as follows:

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Preliminary Engineering (by LG)	$ 1,857,450	0%	$ 0	0%	$ 0	100%	$1,857,450
Environmental (by LG)	$ 120,000	0%	$ 0	0%	$ 0	100%	$ 120,000
Subtotal	**$ 1,977,450**		**$ 0**		**$ 0**		**$1,977,450**
Preliminary Engineering Direct State Costs (7%)	$ 130,022	0%	$ 0	100%	$130,022	0%	$ 0
Environmental Direct State Costs (7%)	$ 8,400	0%	$ 0	100%	$ 8,400	0%	$ 0
Indirect State Costs (7.27%)	$ 87,022	0%	$ 0	100%	$ 87,022	0%	$ 0
Subtotal	**$ 225,444**		**$ 0**		**$225,444**		**$ 0**
TOTAL	**$ 2,202,894**		**$ 0**		**$225,444**		**$1,977,450**

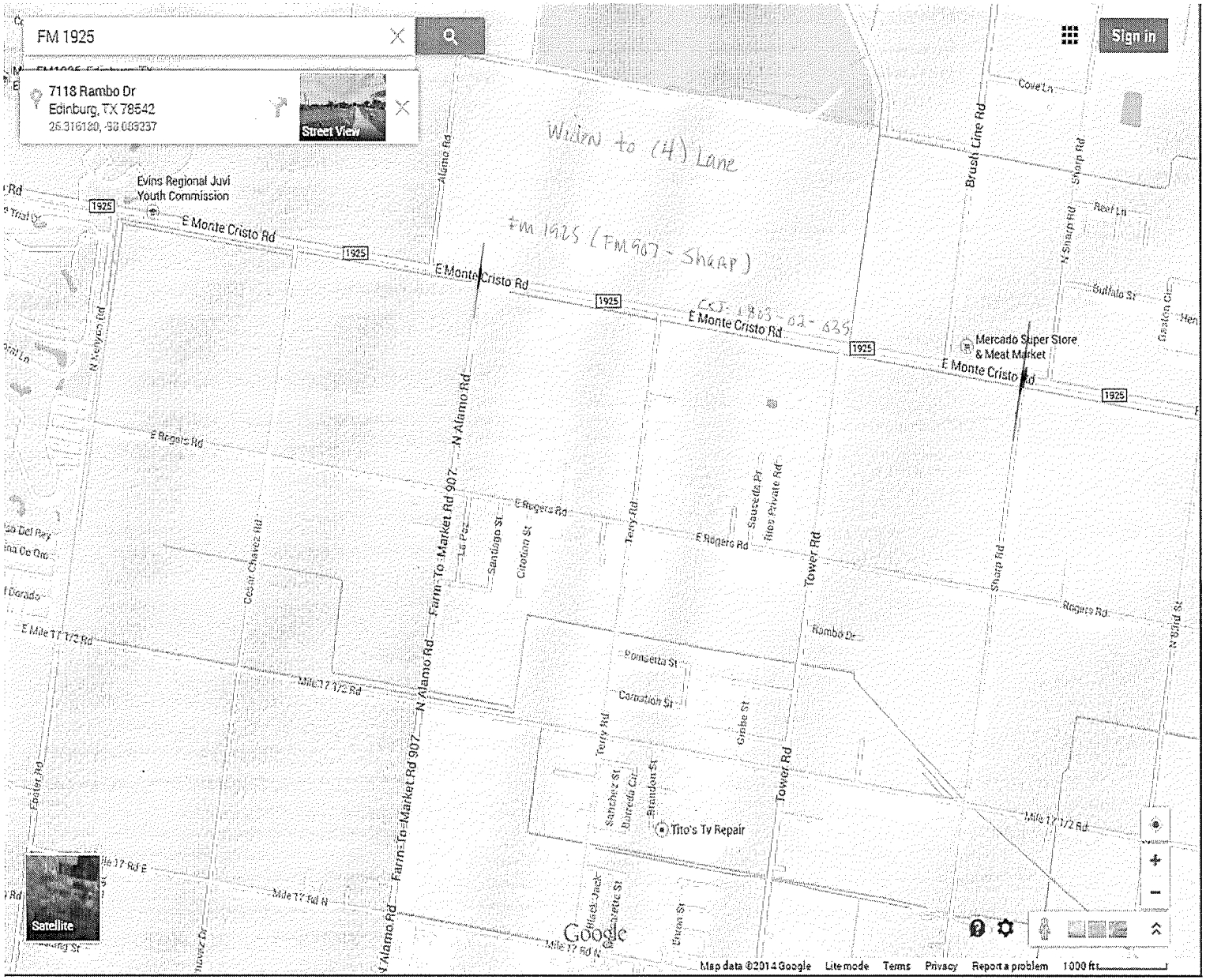
C. Work Responsibilities

1. Architectural and Engineering Services

The Local Government has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable *American Association of State Highway and Transportation Officials* design standards. In procuring professional services, the parties to this agreement must comply with

federal requirements cited in 23 CFR Part 172 if the project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters.

2. **Environmental Assessment and Mitigation**
   Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.
   - **A.** The Local Government is responsible for the identification and assessment of any environmental problems associated with the development of a local project governed by this agreement.
   - **B.** The Local Government is responsible for the cost of any environmental problem's mitigation and remediation.
   - **C.** The Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment. Public hearings will not be held prior to the approval of project schematic.
   - **D.** The Local Government is responsible for the preparation of the NEPA documents required for the environmental clearance of this Project.
   - **E.** Before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.


FM 1925
7118 Rambo Dr
Edinburg, TX 78542
26.316120, -98.083237
Street View
Sign in
Widen to (4) Lane
FM 1925 (FM 907 - Sharp)
CSJ: 1803-02-039
Evins Regional Juvi Youth Commission
E Monte Cristo Rd
1925
N Alamo Rd
Farm To Market Rd 907
Bruni Lite Rd
Sharp Rd
Mercado Super Store & Meat Market
E Rogers Rd
Tower Rd
Rambo Dr
Bonsenta St
Carnation St
Tito's Tv Repair
E Mile 17 1/2 Rd
Mile 17 Rd E
Mile 17 Rd N
Satellite
Google
Map data ©2014 Google
Terms
Privacy
Report a problem
1000 ft

AI -47624 **Budget and Management** **23. L.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted For: Damaris San Miguel Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Co. Wide Adm (1100):
Approval of 2014 interdepartmental transfer from Jail Landmark to Co. Wide Adm. - Contingency in the amount of $680,888.02.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-4XX-XX-XXX-0XX-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 12/3/14

Attachments

Transfer

Form Review

Inbox	Reviewed By	Date
Merlen P. Munoz (Originator)	Merlen P. Munoz	12/03/2014 08:37 AM
Budget & Management	Veronica Ortiz	12/04/2014 09:00 AM
Manuel Chapa	Manuel Chapa	12/04/2014 04:35 PM
Auditor's Office	Monica Badillo	12/12/2014 08:19 PM

Form Started By: Merlen P. Munoz Started On: 12/03/2014 08:17 AM

Final Approval Date: 12/12/2014

DATE: December 3, 2014

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

2014
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Co. Wide Adm-Contingency

ACCOUNT NUMBER: 4-1100-4XX-XX-XXX-0XX-0-XXX

CONTACT PERSON: Merlen Munoz, Budget Analyst **PHONE:** (956) 292-7025 Ext. 5403

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
4-1100-423-21-280-087-0- 671	JAIL LANDMARK	Bldg & Other Str. R&M Supplies	(680,888.02)
TO			
4-1100-415-00-115-002-0- 899	CO. WIDE ADM	Contingency	680,888.02
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: **Transfer needed for pending obligations.**

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

AI -47714 **Budget and Management** **23. M.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Manuel Chapa, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Authorization for the Light Audit and Analysis with vendor (Enviro-lite solutions) through the County's participation/membership with TASB/Buyboard for countywide buildings.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary impact

No cost for Audit and Analysis (Even if county decide not to go forward)

Attachments

Authorization form

Form Review

Inbox	Reviewed By	Date
Manuel Chapa (Originator)	Manuel Chapa	12/12/2014 11:50 AM
Budget & Management	Veronica Ortiz	12/12/2014 01:40 PM
Budget & Management	Veronica Ortiz	12/12/2014 01:40 PM
Glinda Pacheco	Glinda Pacheco	12/12/2014 04:10 PM
Budget & Management	Veronica Ortiz	12/12/2014 04:12 PM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Manuel Chapa		Started On: 12/08/2014 01:53 PM
Final Approval Date: 12/12/2014		

Enviro-Lite Solutions, LLC

Account Authorization Form

1. General Information		Rep:	
Name of Entity	Federal Tax ID	Multi Location	Date
		Y / N	
Mailing Address	City	State	Zip
Avg Monthly Energy Usage	Utility Company	Avg Cost/ Kwh	Avg TDSP

Signing Authority			
First Name	Middle Initial	Last Name	Title
Email	Telephone 1.	Telephone 2.	Fax

Primary Contact			
First Name	Middle Initial	Last Name	Title
Email	Telephone 1.	Telephone 2.	Fax

2. Project Information			
o Date for Audit		o Copy of Energy Bill	
o Hours of Operations		o Replacement Budget	
o Required Start Date		o Square footage of bldg.	

3. Signature		
I certify that I have the authority and do authorize Enviro-Lite Solutions, LLC to conduct a light audit in order that they may prepare a no-obligation Lighting Analysis Report (LAR).		
Signature	Print & Title	Date

AI -47471 **Budget and Management** **23. N.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Sylvia Solis, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Discussion, consideration and approval to abate the Urban County prior years accounts receivable in the amount of $33,759.98.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-415-00-115-002-0-890

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

BUDGETARY IMPACT:

Funds in the amount of $33,759.98 available as of 12/09/2014.

Attachments

backup

Form Review

Inbox	Reviewed By	Date
Sylvia Solis (Originator)	Sylvia Solis	12/10/2014 10:23 AM
Budget & Management	Veronica Ortiz	12/10/2014 10:40 AM
Glinda Pacheco	Glinda Pacheco	12/11/2014 10:53 AM
Glinda Pacheco	Glinda Pacheco	12/11/2014 10:53 AM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Sylvia Solis		Started On: 11/17/2014
Final Approval Date: 12/12/2014		

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

MEMORANDUM

TO: **Sergio Cruz, Hidalgo County Budget Officer**

FROM: **Diana R. Serna, Urban County Program Director**

RE: **Hidalgo County Budget Invoices**

DATE: **June 19, 2014**

After reviewing the Hidalgo County Budget Amended Invoice No. 2013-01 in the CD provided by Ms. Sylvia Solis, we arrived at the following numbers:

Telephone	$	233.04
Insurance	$	10,609.80
Other	$	8,298.96
TOTAL	$	**19,141.80**

The first eleven items under **Telephone** related to SBC expenses and the first item under **Insurance** related to Montalvo Insurance expense are not included in the CD provided by your office, and we excluded them from the calculations above. Precinct No. 1 **Urban County Coordinator** payroll amount due from April 2008 thru April 2010 is also not included in the calculations due to Precinct No. 1 failure to submit all timesheets to Urban County during that period. Urban County Program will proceed to submit payment for the rest of the items in Invoice No. 2013-01.

2014 JUN 20 PM 2 48
BUDGET OFFICE
HIDALGO COUNTY

COPY

HIDALGO COUNTY

HIDALGO COUNTY
BUDGET OFFICE
2014 JUN 20 PM 2 49

AMENDED INVOICE

Invoice Date	**10/15/2013**
Invoice No.	**2013-01**

Bill To: **Hidalgo Urban County Program**
Frank Martinez, Finance Division Director
3304 W. Alberta Rd.
Edinburg, TX 78539
(956) 292-7000

MAY 22 2014

Remittance

To ensure proper credit , please enclose a copy of this statement with your check and remit to:

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

Account Summary

Total amount Due	$	52,901.78
Amount Enclosed $		

Date	Entry	Description	Amount
TELEPHONE			
01/06/04	02-00262421	SBC LONG DISTANCE	19.20
01/30/04	02-00263701	SBC	707.20
04/30/04	02-00268228	SBC	245.57
10/19/04	90703	URBAN COUNTY SBC 02/09/04	(231.11)
04/30/04	02-00268228	SBC	309.16
10/19/04	90703	URBAN COUNTY SBC 02/09/04	(289.34)
04/30/04	02-00268229	SBC LONG DISTANCE	118.89
04/30/04	02-00268229	SBC LONG DISTANCE	135.46
05/11/04	02-00268724	SBC	317.90
05/11/04	02-00268725	SBC LONG DISTANCE	142.90
11/23/04	01-00229153	SBC LONG DISTANCE	148.20
01/12/10	01-00316381	AT&T	42.48
01/19/10	01-00316583	AT&T	42.48
01/31/10	JE-96346	REC A/P 4 AT&T 11/09 PH BILL	69.79
01/31/10	JE-96347	REC A/P 4 AT&T 12/09 PH BILL	78.29
			1,857.07
INSURANCE:			
05/10/05	01-00236221	MONTALVO INSURANCE AGENCY INC. 04/08/05	91.00
08/31/05	JE-53413	MONTALVO INS. AGENCY RCL CK239308 4INS PREM PD 7/19/05	1,025.44
09/30/05	JE-53884	MONTALVO INS. AGENCY REC G/F A/R REIM FOR 8/05	246.87

2014 JUN 20 PM 2 49
BUDGET OFFICE
HIDALGO COUNTY

Date	Entry	Description	Amount
09/30/05	JE-53884	REC G/F A/R REIM FOR 9/05 INS PRM	246.87
10/31/05	98607	URBAN COUNTY SEPT 2005	(246.86)
09/30/05	JE-53884	REC G/F A/R REIM FOR 10/05 INS PRM	246.87
12/19/05	99731	URBAN COUNTY OCT 2005 CDBG-GENERAL ADM	(246.86)
04/11/06	01-00250690	MISSION PREMIUM FINANCE COMPANY APRIL 06	246.86
10/06/06	JE-63998	10/03/2006 RCL CK258487 3RD INSTLMNT 2MISS PREM FIN	527.24
12/12/06	01-00261428	MISSION PREMIUM FINANCE COMPANY DEC '06	527.24
12/18/09	107478	URBAN COUNTY CDBG-GEN ADM DECEMBER-06	(527.23)
02/29/08	JE-80602	RCL CK#279956 1-12/08 PROP & OTHER INS	4,356.32
02/25/09	126599	URBAN COUNTY 02/24/09 01/01-12/31/09 GROUP INS.PREM.	(4,192.70)
08/31/09	JE-93172	RCL CK#296842 1-12/09 PROP & OTHER INS	4,091.14
07/30/10	JE-03047	RCL CK#314575 1-12/10 PROP & OTHER INS	4,308.60
			10,700.80

URBAN COUNTY COORDINATOR:

07/31/08	JE-82385	REC RECVBL FR UBN 4 J.IBARRA PCT1 4-6/08	14,369.07
08/14/08	JE-82502	REC RECVBL FR URBAN 4 J.YBARRA PCT1 7/08	4,174.13
09/30/08	122971	YBARRA, J. PCT. 1	(5,008.83)
12/03/08	JE-84347	REC RECVBL FR URBAN 4J.YBARRA PCT1 11/08	4,174.13
02/17/09	JE-90363	REC RECVBL FR URBAN 4 J.YBARRA PCT1 1/09	2,740.22
04/24/09	JE-91373	REC RECVBL FR URBAN 4 J.YBARRA PCT1 3/09	4,365.57
05/31/09	JE-91914	REC RECVBL FR URBAN 4 J.YBARRA PCT1 4/09	4,365.57
07/15/09	130252	PCT 1 YBARRA, JUAN	(13,280.63)
07/30/09	JE-92612	REC RECVBL FR URBAN 4 J.YBARRA PCT1 6/09	4,365.57
07/31/09	JE-92701	REC RECVBL FR URBAN 4 J.YBARRA PCT1 5/09	6,373.99
08/31/09	JE-93311	REC RECVBL FR URBN 4 J. YBARRA PCT1 7/09	4,363.86
09/16/09	JE-93495	REC RECVBL FR URBAN 4 J.YBARRA PCT1 8/09	4,360.44
10/06/09	132374	YBARRA,JUAN PP#15-19 JULY-SEPT	(10,901.37)
10/26/09	JE-94185	REC RECVBL FR URBAN 4 J.YBARRA PCT1 9/09	4,358.73
11/16/09	JE-94626	REC RECVBL FR URBAN4 J.YBARRA PCT1 10/09	6,363.73
12/31/09	JE-95490	REC RECVBL FR URBAN 4J.YBARRA PCT1 11/09	4,228.61
01/31/10	JE-96257	REC RECVBL FR URBAN 4J.YBARRA PCT1 12/09	4,237.31
02/26/10	AJE-0017	ADJ RECVBLE FR URBAN4J.YBARRA PCT1 12/09	1,811.97
01/12/10	134596	12/23/09 PP# 26	(8,541.97)
02/28/10	JE-00706	REC RECVBLE FR URBAN 4J.YBARRA PCT1 1/10	2,442.46
03/16/10	136183	YBARRA, JUAN J. 11/09/2009-01/31/2010	(12,658.06)
04/30/10	JE-01575	REC RECVBL FR URBAN 4 J.YBARRA PCT1 2/10	4,240.65
08/24/10	JE-03477	REC RECVBL FR URBAN 4 J.YBARRA PCT1 4/10	1,099.80
			32,044.95

OTHER

10/11/06	JE-64069	RCL A105065 7/29/06 AUCTION PROCEEDS	(78.94)
01/31/07	JE-65815	REC A/P 4 TRISTAR CLAIM 12/06 2B W/T '07	1,929.12
10/18/07	JE-73507	COR A110909 UNEMPL/COMP FD RSV RFD 4 '06	(415.83)

65 2 PM 2 02 NOV 2010
BUDGET OFFICE
HIDALGO COUNTY

Date	Entry	Description	Amount
01/10/08	JE-74696	REC WIRE TRF 4 PRTY&CSLTY CLAIMS FEB2007	1,386.67
01/10/08	JE-74695	REC WIRE TRF 4 PRTY&CSLTY CLAIMS JAN2007	2,902.91
09/30/08	JE-83402	COR A120045 UNEMPL/COMP FD RSV RFD 4 '07	(2,065.73)
02/28/09	AJE-9070	RCL A125337 12/6/08 AUCTION PROCEEDS	(118.85)
08/31/09	JE-93312	COR A128773 UNEMPL COMP FD RSV RFD 4 '08	(468.21)
07/30/10	JE-03050	RCL CK324448 '09 UNEMPL DEFICIT	1,727.17
01/31/11	JE-06160	RCL CK#331954 '10 2QTR UNEMPL DEFICIT	1,073.35
08/20/12	JE-23402	REC '11 4TH QTR UNEMPL COMP DEFICIT	2,252.93
09/28/12	JE-24475	REC '12 1ST QTR UNEMPL COMP DEFICIT	174.37
			8,298.96

Total amount due: **$ 52,901.78**

Make Check(s) Payable to: **Hidalgo County**

CREDIT ACCOUNT NUMBER: 1100-132-40-000-000-0-000

AI -47648 **Budget and Management** **23. O. 1.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted For: Sergio Cruz **Submitted By:** Sylvia Solis, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

A. CO2014 (1345)
1. Approval of 2014 appropriation of funds in the amount of $273,746.05 to fund the issuance costs and fiscal agent's fees.
2. Approval of 2014 appropriation of funds in the amount of $7,000,000.00 to fund the renovations to the Adult Detention Center and the Law Enforcement Center.
3. Approval of 2014 appropriation of funds in the amount of $510,000.00 to fund the purchase of heavy equipment for Precinct No 1.

B. Refunding Bonds 2014C (1446)
Approval of 2014 appropriation of funds in the amount of $307,463.05 to fund issuance costs and fiscal agent's fees.

C. Tax Notes 2014 (1304)
Approval of 2014 appropriation of funds in the amount of $103,012.85 to fund issuance costs and fiscal agent's fees.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1345-476-00-000-000-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 12/16/2014.

FISCAL YEAR: 2014 **ACCT. #:** 4-1345-423-21-280-087-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 12/16/2014.

FISCAL YEAR: 2014 **ACCT. #:** 4-1446-476-00-000-000-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 12/16/2014.

FISCAL YEAR: 2014 **ACCT. #:** 4-1304-476-00-000-000-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 12/16/2014.

FISCAL YEAR: 2014 **ACCT. #:** 4-1345-431-00-121-041-0-742

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

BUDGETARY IMPACT:

Funds available as of 12/16/2014.

Attachments

revised

Form Review

Inbox	Reviewed By	Date
Sylvia Solis (Originator)	Sylvia Solis	12/12/2014 01:20 PM
Budget & Management	Veronica Ortiz	12/12/2014 01:37 PM
Glinda Pacheco	Glinda Pacheco	12/12/2014 03:40 PM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Sylvia Solis		Started On: 12/03/2014 04:53 PM
Final Approval Date: 12/12/2014		

DATE: December 5, 2014

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Budget & Management for CO2014 (1345)

ACCOUNT NUMBER: 4-1345-476-00-000-000-0-XXX

Contact Person: Sylvia Solis **Ph#** (956) 292-7025 ext. 5423

2014
Appropriation

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
4-1345-476-00-000-000-0-866	CO2014 - ISSUANCE COSTS	272,996.05
4-1345-476-00-000-000-0-865	CO2014 - FISCAL AGENT'S FEES	750.00
	TOTAL BUDGET INCREASE (DECREASE)	273,746.05

REASON: Appropriation to fund the issuance costs and agent's fees related to the 2014 Certificate of Obligations.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

__/__/__
DATE

ATTEST COUNTY CLERK

DATE: December 5, 2014

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Budget & Management for CO2014 (1345) Jail Renovations

ACCOUNT NUMBER: 4-1345-423-21-280-087-0-452

Contact Person: Sylvia Solis **Ph#:** (956) 292-7025 ext. 5423

2014
Appropriation

REVISED on 12/15/14

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
4-1345-423-21-280-087-0-452	CO2014-JAIL RENOVATIONS-BLDG ADD&RENOVA	7,000,000.00
	TOTAL BUDGET INCREASE (DECREASE)	7,000,000.00

REASON: Appropriation from the CO2014 (1345) for renovations to the Adult Detention Center and the Law Enforcement Center.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

___/___/___
DATE

ATTEST COUNTY CLERK

DATE: December 12, 2014

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Budget & Management for CO2014 (1345) Pct. 1

ACCOUNT NUMBER: 4-1345-431-00-121-041-0-XXX

Contact Person: Sylvia Solis **Ph#:** (956) 292-7025 ext. 5423

2014
Appropriation

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
4-1345-431-00-121-041-0-742	CO2014-PCT. 1 HEAVY EQUIPMENT	510,000.00
	TOTAL BUDGET INCREASE (DECREASE)	510,000.00

REASON: Appropriation from the CO2014 (1345) to fund the purchase of various heavy equipment.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

DATE: December 5, 2014

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Budget & Management for REF BONDS 2014C (1446)

ACCOUNT NUMBER: 4-1446-476-00-000-000-0-XXX

Contact Person: Sylvia Solis **Ph#** (956) 292-7025 ext. 5423

2014
Appropriation

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
4-1446-476-00-000-000-0-866	REF BONDS 2014C - ISSUANCE COSTS	304,913.05
4-1446-476-00-000-000-0-865	REF BONDS 2014C - FISCAL AGENT'S FEES	2,550.00
	TOTAL BUDGET INCREASE (DECREASE)	307,463.05

REASON: Appropriation to fund the issuance costs and agent's fees related to the Refunding Bonds 2014C.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

DATE: December 5, 2014

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Budget & Management for Tax Notes 2014 (1304)

ACCOUNT NUMBER: 4-1304-476-00-000-000-0-XXX

Contact Person: Sylvia Solis **Ph#** (956) 292-7025 ext. 5423

2014
Appropriation

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
4-1304-476-00-000-000-0-866	TAX NOTE 2014 - ISSUANCE COSTS	102,262.85
4-1304-476-00-000-000-0-865	TAX NOTE 2014 - FISCAL AGENT'S FEES	750.00
	TOTAL BUDGET INCREASE (DECREASE)	103,012.85

REASON: Appropriation to fund the issuance costs and agent's fees related to the Tax Notes 2014.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI -47621 **Budget and Management** **23. O. 2.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

LPPF-1115 Waiver UC (1258):
1. Approval of Certification of Revenue as certified by the County Auditor in relation to revenue from the assessment of mandatory payments from the respective hospitals for the Health Care Funding District.
2. Approval of 2014 appropriation of funds in the amount of $20,405,319.52 for the LPPF-1115 Waiver.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1258-444-00-240-006-3-843

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

BUDGETARY IMPACT:

2014 appropriation of funds in the amount of $20,405,319.52 for the LPPF-1115 Waiver.

Funds available upon certification of revenues by County Auditor.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Merlen P. Munoz (Originator)	Merlen P. Munoz	12/09/2014 10:53 AM
Budget & Management	Veronica Ortiz	12/09/2014 01:25 PM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM

Form Started By: Merlen P. Munoz Started On: 12/02/2014 02:41 PM

Final Approval Date: 12/12/2014

DATE: December 16, 2014

2014
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **Human Services -LPPF**

ACCOUNT NUMBER: 4-1258-444-00-240-006-3-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
4-1258-444-00-240-006-3- 843	LPPF	Aid to Nongovt	20,405,319.52
4-1258-355-20-240-001-0- 000	*LPPF-Spec Assess-*	*Columbia Rio Grande*	*3,033,208.62*
4-1258-355-20-240-002-0- 000	*LPPF-Spec Assess-*	*Cornerstone Regional*	*247,878.05*
4-1258-355-20-240-003-0- 000	*LPPF-Spec Assess-*	*Doctors Hospital at Ren.*	*9,839,732.14*
4-1258-355-20-240-004-0- 000	*LPPF-Spec Assess-*	*Knapp Medical Center*	*925,670.01*
4-1258-355-20-240-005-0- 000	*LPPF-Spec Assess-*	*Lifecare Hospitals*	*660,878.07*
4-1258-355-20-240-006-0- 000	*LPPF-Spec Assess-*	*Edinburg Regional Med.*	*4,204,644.96*
4-1258-355-20-240-007-0- 000	*LPPF-Spec Assess-*	*Mission Hospital*	*729,621.80*
4-1258-355-20-240-008-0- 000	*LPPF-Spec Assess-*	*Solera Hospital Mcallen*	*562,785.96*
4-1258-355-20-240-009-0- 000	*LPPF-Spec Assess-*	*Weslaco Rehab Hospital*	*197,654.29*
4-1258-361-10-000-000-0- 000	*LPPF-*	*Interest Earnings*	*3,245.62*
		TOTAL BUDGET INCREASE (DECREASE)	**20,405,319.52**

REASON: Appropriation of funds in relation to revenue from the assessment of mandatory payments from various hospitals for the LPPF-1115 Waiver

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI -47662 **Budget and Management** **23. O. 3.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

County Clerk's Records Management & Preservation (1237):
Approval of 2014 appropriation of funds in the amount of $408,780.00 for the preservation of books.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1237-415-40-180-003-0-350

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

BUDGETARY IMPACT:

Funds available as of 12/10/14. Monies are taken from the unassigned f/b.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Merlen P. Munoz (Originator)	Merlen P. Munoz	12/11/2014 03:42 PM
Budget & Management	Veronica Ortiz	12/11/2014 03:44 PM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Merlen P. Munoz		Started On: 12/04/2014 01:47 PM
Final Approval Date: 12/12/2014		

DATE: December 11, 2014

2014
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **Co. Clerk Record Mgmt**

ACCOUNT NUMBER: 4-1237-415-40-180-003-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
4-1237-415-40-180-003-0- 350	CC REC MGMT-	OTHER SERVICES	408,780.00
	TOTAL BUDGET INCREASE (DECREASE)		**408,780.00**

REASON: To appropriate funding for the preservation of books.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI -47608 **Purchasing Department** **24. A. 1.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted For: Martha L. Salazar, HC-PAgnt.

Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Hidalgo County:
Action to amend regular AI-42568 (CC 1/21/14) for vehicle maintenance and repair services for county-owned vehicles, regular/heavy equipment, machinery parts & repairs from the vendors identified and detailed on attached list through the established and approved procedures for the requisition and purchase order process.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Each elected office, program, agency or department is responsible for the funding of said expense.

Attachments

Updated Exempt Vendor's List

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/03/2014 04:17 PM
Budget & Management	Veronica Ortiz	12/04/2014 08:44 AM
Manuel Chapa	Manuel Chapa	12/08/2014 04:10 PM
Auditor's Office	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Matilde Faz		Started On: 12/01/2014 08:51 AM
Final Approval Date: 12/12/2014		

2013-2015
VENDOR'S LIST FOR
HIDALGO COUNTY
(OWNED)
VEHICLES / EQUIPMENT / HEAVY EQUIPMENT / MACHINERY – PARTS & REPAIRS

Vendor No.	Company Name	Address	City
347612	A-1 Auto Glass LLC	517 N. 10th St.	McAllen
228257	A-OK Transmission	401 E. Business 83	Weslaco
337	A-OK Vacuum Cleaner Sales	1617 N. 10th	McAllen
000426	Aamatic Transmissions	616 S. 23rd.	McAllen
371823	Aamco Transmissions	120 S. 23rd.	McAllen
089885	Action Hydraulic Hoses, Etc.	1010 W. Kika De La Garza	Mission
318108	American Machine Shop & Pumps	2120 E. Richardson	Edinburg
001864	Amigo Implement Company, Inc.	304 W. Monte Cristo Rd.	Edinburg
001961	Anderson Equipment Co. Inc.	P. O. Box 662	Pharr
All	Auto Zone	All	County
003166	Barbee-Neuhaus Impl Co.	2000 E. Expressway 83	Weslaco
096822	Bert Ogden Chevrolet, Inc.	1400 E. Expressway 83	Mission
323144	Bert Ogden McAllen Motors, Inc.	P. O. Box 3098	McAllen
003654	Bert Ogden Motors, Inc.	4221 S. Hwy. 281	Edinburg
291277	Bert Ogden RGV RV Center, Inc.	1400 E. Expressway 83	Mission
3816/55808	Bill Bunton	1101 W. Second/Hwy 83	Mercedes
004014	Boggus Motor Sales L.P.	1400 E. Highway 83	McAllen
004057	Border Engine Rebuilders	100 International Blvd.	Weslaco
4472	Burns Motors, Co.	1300 E. Buss. 83	McAllen
4537	Burton Auto Supply, Inc.	P. O. Box 2201	Decatur, AL
43265	Camco Wheel & Axle	P. O. Box	Pharr
284041	Carrillo Investments, Inc. d/b/a Vic's Auto Rebuilders		Pharr
006041	Charles Clark Chevrolet Co.	P. O. Box 938	McAllen
213861	Collision Masters Auto Body Shop d/b/a Tow Masters Wrecker		Mission
387967	Collision Specialist	3705 N. 10th	Mcallen
247774	D & R Glass etc. Inc. d/b/a Glass Etc. (vehicles only)	2617 S. 23rd St.	McAllen
406341	D & R Glass etc. Inc. d/b/a Glass Etc. (buildings only)	2617 S. 23rd St.	McAllen
353787	Doggett Equipment Services Group LTD	D/B/A Toyota Lift of Texas	Houston
421812	Doggett Freightliner of So. Texas	3103 N. Cage Blvd.	Pharr

324493	Doggett Heavy Machinery Services LTD	705 E. Nolana Loop	Pharr
383244	Eagle Automotive	9128 N. 23rd	McAllen
326577	E. R. Paint Shop	2420 W. Monte Cristo Rd.	Edinburg
227153	Economy Tires & Wheels	100006 N. Moorefield	Mission
174181	Edinburg Machine Shop		Edinburg
221147	Eliff Trailer Sales	1307 W. Harrison	Harlingen
011266	Ernie's Service LLC	1912 N. Cage	Pharr
11304	Escobar's Auto Electric, Inc.	1632 E. Buss Hwy 83	Weslaco
349631	Falcon Seal & Supply	P. O. Box 2643	McAllen
344699	Fiesta Chevrolet, Inc.	4002 S. Expressway 281	Edinburg
367416	Fleet Safety Equipment Inc	6525 Goforth St	Houston, TX
248649	Fleet Pride	P. O. Box 847118	Dallas
013129	French-Ellison Truck Center, LTD	4300 N. Cage St.	Pharr
013161	Fuel Injection Service Inc.	3401 N. Cage	Pharr
231266	G & S Glass LLC	616 N. Closner	Edinburg
169242	GCR Tire Centers	All available	County/State wide
276561	Get it in gear transmission	P. O. Box 732	Weslaco
242101	H & V Equipment, Inc.	P. O. Box 909	Progreso
252468	Hacienda Ford	3010 W. University	Edinburg
094366	Holt Texas LTD d/b/a Holt Cat	P. O. Box 911975	Dallas
279838	Interstate All Battery Centers	2302 Red River Dr.	Mission
259969	Interstate Battery of Texas Valley	5510 N. Cage Blvd. Ste. R	Pharr
179442	Ivan's Automotive	2245 S. Closner	Edinburg
309125	J & M Hydraulics	P. O. Box 1319	Mercedes
279315	Jesse's Radiator & Muffler Shop	617 N. Airport Dr.	Weslaco
306878	Jesse's Radiator & Muffler Shop	440 W. Bus. Hwy. 83	San Juan
181218	Jesse's Star Muffler & Truck Accessories	300 N. McColl Rd.	McAllen
169757	Kip's Kwik Lube Center, Inc.	P. O. Box 532189	Harlingen
192503	Lima's Auto Repair	2601 W. Auburn Ave.	McAllen
379352	M & J Auto Parts	2701 N. McColl Rd	Hidalgo
367176	MAACO	1500 W. POLK ST.	PHARR
164755	Mares Windshield/Glass	505 E. Schunior	Edinburg
251518	Mike's Plumbing & Electrical	P. O. Box 3285	McAllen
125334	Mingo's Car Klinic	510 N. Closner	Edinburg
24996	Mission Auto Electric, Inc. d/b/a MAE Power Equipment	P. O. Box 578	Mission
401960	Mission Quick Lube	2001 N. Conway	Mission

275506	Mobile Relays Partners, LTD	P. O. Box 1808	McAllen
352799	Norfoxx Refrigeration Inc.	415 Texas Ave. Ste. A	Round Rock
195545	Nueces Power Equipment	P. O. Box 4789	Corpus Christi
221945	O'Rielly Auto Parts	233 S. Patterson	Springfield, MO
374059	Pasargad, LLC	4005 W. US Hwy. 83	McAllen
370045	Peña's Spray on Bedliners	6912 Loma Linda	Mission
150797	Petroleum Solutions, Inc.	P. O. Box 2346	McAllen
28673	Pinky's Upholstery	1801 N. McColl Rd	Edinburg
91987	Pueblo Tires & Service		McAllen
145025	Purvis Bearing Service	P. O. Box 540757	Dallas
315486	Radiadores Del Valle	9514 N. FM 1015	Mercedes
156876	Ram Truck Service, Inc.	2500 W. Expressway 83	Mission
299715	Raul Longoria Radiator Shop	3302 S. Raul Longoria Rd.	Edinburg
371807	Region 1 Repair, LLC	2031 N. 77 Sunshine Strip Ste B	Harlingen
377627	Rene's Starter & Alternator Remanufacturing	P. O. Box 3303	Mission
174343	Reyes Tarp & Tents	802 W. State	Pharr
216607	Rio Hydraulic Sales & Service	1213 E. Tamarack	McAllen
403750	Rio Paper & Supply	1800 Mozelle Ave.	Pharr
283797	Romco Equipment Co.	P. O. Box 841496	Dallas
322695	Ron Hoover Co. of Donna Inc	101 Expressway 83	Donna, TX
294098	Royal Automotive	294098	Pharr
218332	Rush Equipment Centers Of Texas, Inc.	10100 N. Loop East	Houston
269123	Rush Truck Center of Texas, LP	Department 1265	Birmingham, AL
93963	Safety Kleen Systems, Inc.	P. O. Box 650509	Dallas
304131	Saenz Hardware	3314 N. Conway Ave	Mission
033871	Seiver Implement Co. Inc.	P. O. Box 699	Donna
311987	Sepulveda's Auto Service #2	2204 Olmo Ave.	San Juan
407046	Solis, Jesus A. d/b/a J's Hydraulics	120 E. Loeb	Edinburg
034754	South Hi Way Garage Inc.	2325 S. Hwy. 281	Edinburg
34797	South Texas Communications	P. O. Box 3712	McAllen
204803	South Texas Freightliner, Inc.	P. O. Box 2201	Decatur, AL
328804	Southern Tire Mart	P.O. Box 1000 Dept 143	Memphis,TN
035173	Spikes Motor Company	P. O. Drawer 393	Mission
213039	Stewart & Stevenson Services Inc.	601 W. 38th/P. O. Box200441	Houston
372854	Stutz Auto Service Inc.	2408 W. Pecan Blvd.	McAllen
135224	Summit Manufacturing Inc.	P. O. Box 626	Mission

133655	Superior Alarms	P. O. Box 3097	McAllen
336319	Superior Oil Express	1704 S. Sugar Rd.	Edinburg
302007	TCI Tire Centers	403 E. Expressway	Pharr
218561	Texas Laundry Service Company, Inc.	3750 Red Bluff Rd.	Pasadena
223638	Texas Tarps	P. O. Box 1109	La Blanca
037214	Texas Tool Company	309 (K) Center St.	McAllen
216543	Tractor Supply	200 Powell Place	Bentwood,TX
347078	Three Star Muffler Shop	901 E. University Dr.	Edinburg
214264	Tri-County Communications, LTD	1421 E. Pike Blvd.	Weslaco
38873	Truckers Equipment Inc.	P. O. Box 4727	Corpus Christi
306312	Turnkey Communications	4220 Bicentennial Dr.	McAllen
131725	Utility Trailer Sales & Southeast Texas	P. O. Box 21402	Houston
426563	Valley Equipment Sales, Inc.	949 Cantwell	Corpus Christi
132799	Valley Outdoor Power Equipment Inc.	1012 E. Ferguson	Pharr
197807	Valley Volvo Truck Center	P. O. Box 1090	Pharr
206571	Vermeer Equipment of Texas, Inc.	P. O. Box 224991	Dallas
208078	Video Sound & Light Enterprises, Inc.	3716 S. US Hwy. 281	Edinburg
078344	Weaks Martin Implement Co., Inc.	P. O. Box 910	Mission
268755	Weldinghouse	705 N. Navigation	Corpus Christi
179701	Weslaco Ford-Mercury Inc.	800 E. Expressway 83	Weslaco
041424	Weslaco Motors	2401 E. Expressway 83	Weslaco
220833	Windshield Xpress	101 E. Warren St.	Pharr

Revised 1/9/2014mf
Revised 10/14/2014mf
Revised 10/15/2014tdl

AI -47560 **Purchasing Department** **24. A. 2.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted For: Martha L. Salazar, HC-PAgnt.

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation for discussion, consideration, and approval to enter into an Interlocal Cooperation Agreement between Hidalgo County and the City of Edinburg for "The Disposal of Non-Hazardous Solid Waste."

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 5-1100-432-00-XXX-001-0-421

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

BUDGETARY IMPACT:

Funds available in 2015 Adopted Budget under the Pct Sanitation budget.

Attachments

Agreement

Legal approval

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/08/2014 05:32 PM
Budget & Management	Veronica Ortiz	12/09/2014 01:25 PM
Glinda Pacheco	Glinda Pacheco	12/09/2014 02:13 PM
Auditor's Office	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Rocio Villarreal		Started On: 11/25/2014 11:50 AM
Final Approval Date: 12/12/2014		

STATE OF TEXAS	**§**	**INTERLOCAL AGREEMENT BETWEEN**
	§	**CITY OF EDINBURG AND THE COUNTY**
HIDALGO COUNTY	**§**	**OF HIDALGO FOR THE HANDLING OF**
		NON-HAZARDOUS MUNICIPAL SOLID WASTE

This Agreement is made and entered into, pursuant to Texas Government Code, Title 7 Chapter 791(Vernon's Tex. Stat. and Codes Ann.) as of the 16th day of December, 2014, by and between Hidalgo County, a political subdivision of the State of Texas ("Hidalgo, County"), and the City of Edinburg, a municipal home-rule Texas corporation situated in Edinburg, Hidalgo County, Texas ("City"), owner and operator of the Department of Solid Waste Management - Waste Collection and Disposal Services, situated at 8601 North Jasman Road in Edinburg, Texas ("SWM"), for the purpose of setting forth the agreement between the parties, whereby Hidalgo County desires to contract with Edinburg for the handling and processing or disposal of non-hazardous solid waste materials, situated in and/or collected by the County's precincts and subject to the terms and conditions of this Agreement.

WHEREAS, the accumulation of garbage, litter, rubbish, junk and other deleterious substances constitutes a public hazard and nuisance; greatly increasing the danger of the spread of infectious, contagious and epidemic diseases; and

WHEREAS, Hidalgo County collects and/or arranges for disposal of non-hazardous solid wastes from within Hidalgo County; and

WHEREAS, Hidalgo County requires the handling and processing or disposal of suchgarbage, litter, rubbish, junk and other deleterious substances; and

WHEREAS, City owns, and operates a landfill more specifically a Regional Type I and Type IV Sanitary Landfill(s) (the "Landfill"), pursuant to Permit No. 956B and/or Permit No. 2302, issued by the Texas Commission on Environmental Quality ("TCEQ"); and

WHEREAS, City has the capability and capacity, for the collection and disposal of such garbage, litter, rubbish, junk and other deleterious substances.

NOW, **THEREFORE**, for and in consideration of the premises and mutual promises, covenants and agreements hereinafter set forth, and intending to be legally bound, City and Hidalgo County agree as follows:

I. OBLIGATIONS OF CITY OF EDINBURG

A.<u>Type of Waste:</u>During the term of this Agreement, City shall accept for disposal at the Landfill all of

the non-hazardous solid waste delivered to the Landfill from Hidalgo County, including, but not limited to, trash, scrap food, leaves, grass, brush, bottles, cans, cardboard boxes, glass, and small dead animals (hereinafter said acceptable solid waste referred to as the "Waste Material"), but excluding radioactive, volatile, highly flammable, explosive, toxic or hazardous waste. In addition, Edinburg will not accept for disposal any liquid waste, or any article exceeding one (1) cubic yard in size, or any matter in violation of its operating permit. The term "hazardous waste" as used herein shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency ("EPA") or any agency of the State of Texas pursuant to the Resource Conservation and Recovery Act of 1976, as amended and including future amendments thereto, and any applicable state or federal regulations or laws. Title to the Waste Material delivered to the Landfill shall be transferred to and rest with Edinburg at the time the Waste Material is unloaded at the working face of the Landfill. All risks and responsibilities of the Waste Material shall be borne by Hidalgo County until the time the waste is unloaded at the working face. In the event that unacceptable material is delivered to the Landfill, it shall be the sole responsibility of Hidalgo County, to remove, haul and dispose of the unacceptable material to an approved disposal site at the expense of Hidalgo County. In the event that fines are levied against the City of Edinburg due to Hidalgo County's noncompliance, it will be Hidalgo County'sresponsibility to incur such costs.

B.<u>Compliance:</u> Edinburg agrees to accept from Hidalgo County for disposal at the Landfill all Waste Material delivered from Hidalgo County. Edinburg agrees to operate in compliance with all applicable laws and regulations.

C. <u>Hours of Operation:</u> The minimum hours of operation of the Landfill shallextendfrom **7:00 a.m.** to **6:00 p.m.**, **Monday** through **Friday**, and **7:00 a.m**. to **1:00 p.m**. on **Saturdays**. City agrees to accept Waste Material transported from Hidalgo County to the Landfill at all other times, at the request of Hidalgo County under emergency circumstances, subject to payment by Hidalgo County of an additional sum per ton for such "**off-hour**" operations as hereinafter provided in **Paragraph II-G**. County shall notify City 24 hours in advance of such a request.

II.OBLIGATIONS OF HIDALGO COUNTY

A. <u>Rates for Disposal:</u>Hidalgo County agrees to deliver to the Landfill for disposal all solid waste which is collected by the County, Individual vehicle net weight for billing shall be based on tare weight.

Hidalgo County agrees to pay Edinburg the following sums for such disposal:

1. MSW Disposed----------$18.25 per ton

2. Brush Disposed----------$15.50 per ton
3. Passenger (16 inch wheel size or less)--------$ 5.00/each
4. Truck (17 inch to 24 inch wheel size)---------$8.00/each
5. Tractor (25 inch to 30 inch wheel size)-------$20.00 each
6. Heavy equipment (over 30 inch wheel size)-$150.00 each

B. **Special Rates for Collection Hidalgo County Precinct 4 ONLY:** Hidalgo County Precinct 4 ("Precinct 4") and City agree to invoice Hidalgo County, the following for services rendered under this Agreement for the collection of non-hazardous Roll-Off waste for Precinct 4:

1. Precinct 4, will notify City 24 hours in advance the need for Roll-Off Services and the locations where these services would be rendered;
2. City and Hidalgo County agree that the following listed service charge for Precinct 4 will be an all-inclusive charge for disposal and transport of the solid waste materials from the listed following Citizen Collections Stations located in Precinct 4 and delivered to the City:

   Fee Schedule (All Inclusive Rate):

   a. Doolittle Road Citizen Collection Station---------$ 305.00
   b. San Manuel Citizen Collection Station----------$ 305.00
   c. Hargill Citizen Collection Station----------$ 305.00

   (plus applicable Taxes and Fees and fuel adjustment (subject to Section D).

C. Class II, RACM, dry sludge's, or other regulated wastes for which City possesses TCEQ acceptance authorization may be accepted at a rate formally approved by letter of agreement by both entities.

D. **Adjustments to Rates:** Such rates may be adjusted to reflect any increase or decrease in the cost of operations. Such rate adjustments may occur every **twelve (12) months**, on each anniversary date of this Agreement.Such rate adjustments shall be reflected by fluctuations in the Consumer Price Index for All Urban Consumers (published by the United States Bureau of Labor Statistics, Consumer Price Index, U.S. CITY Average, All Urban Consumers, Garbage and Trash Collection, Not Seasonally Adjusted, Based Period December 1999 = 100) ("**CPI-U**"). Beginning with year two (**2**) of this Agreement, and continuing each subsequent year during the term of this Agreement, the rates identified in Paragraph II Section A and B, shall be adjusted based on the percentage change in the CPI Index pursuant to the fluctuation of the All Urban Consumers, Garbage and Trash Collection,

Not Seasonally Adjusted; however, that the Rates shall not fall below the initial Rates specified in **Paragraph II; Sections A&B**. The annual increases or decreases shall be applied on each anniversary date of this Agreement, so long as this Agreement is in effect; provided, however, that no such increase shall be effective sooner than forty-five (45) days following written notice (which notice shall include evidence of such rise in the CPI-U) to Hidalgo County in order that Hidalgo County may adjust their budget accordingly or terminate this Agreement on thirty (30) days written notice after receipt of the forty-five (45) day notice of an increase in rate to Hidalgo County. Additionally, such rates may be adjusted to reflect any changes in local, state or federal regulations governing the operation of the Landfill that become effective or is implemented after the execution and delivery of this Agreement, and any new taxation or extraordinary factors relevant to the operation of the landfill.

E. **Transportation Costs:**Hidalgo County shall pay all its costs necessary to collect and transport the Waste Material to the Landfill.

1. In the event Hidalgo County so chooses to exercise the option to utilize the services listed under Paragraph II Section B and requests that the City provide services to the Hidalgo County's Citizen Collections Stations listed herein above then the Hidalgo County shall be invoiced for those services rendered at the rate(s) listed.

F. In the event Hidalgo County so exercises the option to utilize separate approved independent contractor(s) for the collection of their solid waste; Hidalgo County and/or its contractor (s) shall be responsible for all of the cost associated with the collection and transport of the waste material to the Landfill.

G. **Off-Hours Disposal:** Hidalgo County shall pay City an amount per ton of Waste Material disposed of at the Landfill during off-hours at a rate equal to **120 percent** of the normal contract rate in effect at such time. Off-hour rates would not be applicable under a natural disaster emergency, provided City has authorization fro**m TCEQ for such eme**rgency situation.

III. TIME OF BILLING AND PAYMENT

City shall bill Hidalgo County for all amounts due hereunder for disposal at th**e Landfill** at the end of the month in which services are performed. Payment shall be made by Hidalgo County no later than **thirty (30) days** following receipt of said invoice.

IV. TERM OF AGREEMENT AND TERMINATION

A. Term. This Agreement shall be for an initial term, effective on **January 1, 2015,** and shall continue

in full-force and effect through **Dec 31, 2025,** unless earlier terminated as provided herein. This Agreement shall automatically be extended for an additional five-year term at mutually agreed upon rates, unless either party notifies the other party in writing, not less than **sixty (60) days** prior to the expiration of the Agreement term, of its intention to terminate this Agreement, at which time both parties shall have a minimum of **two (2) years** to effectively manage the impact of termination of this Contract in order to project, arrange, and manage for the proper disposal of all municipal solid waste.

B. Termination. This Agreement may be terminated by either party without cause upon thirty (30) days written notice to the other party. This Agreement shall terminate automatically if: **(1)** the Landfill is filled to capacity; **(2)** if for any reason whatsoever, City is permanently prevented from accepting Waste Material for disposal at the Landfill due to causes over which it has no control; or **(3)** Hidalgo County is prohibited by any federal or state law from disposing of Waste Material at the Landfill. Additionally, if Hidalgo County fails to promptly make payments for amounts due hereunder, or if either party shall violate any laws, ordinances or governmental regulations or materially breach any provisions of this Agreement, the non-breaching party may terminate this Agreement by giving written notice of default to the other party, and the defaulting party's failure to cure such default within 30 days after receipt of such notice provided however, if such default is of a nature that it cannot be cured within such 30 day period the non-defaulting party shall not have the right to terminate this Agreement if the defaulting party commences the curing of such default within such 30 day period, and diligently pursues the curing thereof.

V. INSURANCE

A. <u>City's Obligations:</u> City shall maintain in continuous force and effect throughout the term of this Agreement public liability and property damage insurance in the minimum amount of **$500,000**(with a deductible there under of not more than **$250,000**), covering the operation and maintenance of the Landfill. If requested, Edinburg shall furnish Hidalgo County with a certificate evidencing such insurance coverage. City shall notify Hidalgo County of the cancellation of or any material change in such insurance coverage.

B. <u>Hidalgo County's Obligations:</u> Hidalgo County shall maintain in continuous force and effect throughout the term of this Agreement public liability and property damage insurance in the amount of **$500,000** (with a deductible there under of not more than **$250,000**), covering Hidalgo County's' transportation of the Waste Material. If requested, Hidalgo County shall furnish City with a certificate evidencing such insurance coverage. Hidalgo County shall notify City of the cancellation of or any material change in insurance policy.

VI. DEFENSE, HOLD HARMLESS AND INDEMNITY CLAUSE

A. General Indemnification: To the extent allowed by law City and Hidalgo County agree that should an act and/or omission of either party cause or incur, directly or indirectly, damage, loss, destruction, liability or claims against the other party as a result of willful misconduct or negligence, the party who so acted or failed to act shall assume and pay for any and all defense in said matter, hold harmless and indemnify the other party from any and all loses, obligations, liabilities, causes of action, lawsuits, damages or assessments, as a result of said party's acts and/or omissions, including reasonable expenses and legal fees, to the extent caused by the negligent act or omission of such party.

B. Waste Material Indemnification: To the extent allowed by law Hidalgo County agrees that in the event that it delivers or causes to be delivered to the Landfill any waste product excluded from the definition of Waste Material in **Paragraph I-A**, Hidalgo County shall assume and pay for all reasonable costs and expenses necessary to locate, isolate, remove from the Landfill and properly dispose of such waste. Further, Hidalgo County shall to the extent allowed by law defend, indemnify, and hold harmless City from any and all losses, liabilities, damages, claims, penalties, fines or litigation expense arising from and caused by aforesaid described delivery of such excluded waste. This indemnification shall survive to the extent allowed by law this Agreement and be enforceable, as a separate agreement in the event such indemnification becomes necessary.

VII. INDEPENDENT STATUS

It is agreed and understood that each party hereto is considered an independent contractor.Any and all joint venture or partnership status is hereby expressly denied and the parties expressly state that they have not formed; either expressed or implied a joint venture or partnership.

VIII. FORCE MAJEURE

Except for the obligation to pay for services rendered, neither party hereto shall be liable for failure to perform hereunder due to contingencies beyond its control, including, but not limited to, strikes, riots, war, fire, acts of God, weather, compliance with any law, regulation or order, of the United States of America or any other governmental body or instrument thereof, whether now existing or hereafter created.

IX. SUCCESSORS AND ASSIGNS

City and Hidalgo County each bind themselves, their successors, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither the City nor Hidalgo County shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

City and Hidalgo County hereby agree, that in the event that Hidalgo County allows the commercial collection of its residents by an independent contractor, that the pricing of this Agreement shall be extended to the independent contractor(s) subject to a written and approved agreement outlining agreed new terms and conditions by the City and such contractor(s). Hidalgo County hereby agrees to provide a list of the qualified and authorized independent contractors it has selected to provide such services to the County.

X. GENERAL AND ADMINISTRATIVE PROVISIONS

A. Authority: Each party represents to the other that this Agreement, the transaction contemplated herein, and the execution and delivery hereof, has been duly authorized by all necessary proceedings and actions.

B. Time Limit: Time is of the essence of this Agreement; and accordingly, all time limits shall be strictly construed and enforced.

C. No Waiver: The failure or delay in the enforcement of the rights detailed therein shall not constitute a waiver of those rights or be considered as a basis for estoppel. The parties may exercise their rights herein despite said delay or failure to enforce said rights.

D. Dispute or Contest: In the event that a dispute occurs or an action in law or equity arises out of the operation, construction or interpretation of this Agreement, the party prevailing shall be entitled to reasonable attorney's fees and cost arising on award.

E. Paragraph Headings: The paragraph headings used herein are descriptive only and shall have no legal force or effect whatsoever.

F. Choice of Law and Venue: This Agreement shall be governed by the laws of the State of Texas AND IS PERFORMABLE IN HIDALGO COUNTY, TEXAS.

G. Severability and Survival: If any provision of this Agreement shall, for any reason, be held violative of any applicable law, and so much of the Agreement is held to be unenforceable, the invalidity of such a specific provision herein shall not be held to invalidate any other provisions herein, which other provisions shall remain in full force and effect, unless removal of the invalid provisions destroys the legitimate purposes of this Agreement, in which event this Agreement shall be terminated. The provisions of paragraphs **I-A, IV-B, V-A, V-B, VI-A,** and **VI-B**, shall specifically survive the expiration or termination of this Agreement and any renewal thereof.

H. Notices: All notices required or permitted herein must be in writing and shall be forwarded by United States Mail, by Registered or Certified Mail, Return Receipt Requested, Postage Prepaid, to the party

to whom notice is to be given at the address set forth below or to such address as either party hereto may designate to the other by notice from time to time for this purpose. Notices shall be deemed given upon deposit in a receptacle of the United States Postal Service.

I. Assignment: Under this Agreement the handling and processing or disposal may be assigned or the work subcontracted with the prior written consent of the Hidalgo County, which consent shall not be unreasonably withheld, delayed or conditioned.

XI.MISCELLANEOUS

A. Disposal: Residential and Commercial Refuse will be collected, transported, and deposited at THE CITY OF EDINBURG REGIONAL SANITARY LANDFILL FACILITY, LOCATED AT 8601 NORTH JASMAN ROAD EDINBURG, TEXAS 78542.

B. Emergencies: City agrees to use commercially reasonable efforts to assist the Hidalgo County in the event of an emergency situation on such terms and conditions as may be mutually agreed between City and the Hidalgo County.

C. Hauling: All Residential, Commercial and Brush Refuse hauled by City shall be contained, tied or enclosed so that leaking, spilling or blowing is prevented.

D. Non-Discrimination: City agrees to abide by all applicable federal and state laws with respect to nondiscrimination against any person because of race, sex, age, creed, color, religion or national origin.

E. Notification: City shall notify Hidalgo County and all customers about complaint procedures, regulations and days for scheduled Residential Refuse collection.

F. Licenses: City shall, at City's expense, obtain all licenses and permits necessary for the performance of City's services.

XII. ALTERNATE DISPUTE RESOLUTION

Except as provided in IV.B., and elsewhere herein neither party shall terminate this Agreement nor take any adverse action against the other party without first giving said party written notice of the Agreement violation or other problem and advising such party of the party's right to cure such problem within **thirty (30) days** of such notice. If the advised party corrects or cures the violation or problem within the specified thirty-day period, then neither violation nor adverse action related to this Agreement shall be incurred by the advising party.

It is the intent of the parties that litigation be avoided, and in order to allow for the quick resolution of any and all disputes, if any, the parties hereby agree that any claims, demands or disputes that cannot be amicably resolved between the parties upon written request by either party shall be submitted within two weeks to a neutral, trained party for assistance in dispute resolution by means of non-binding mediation.

If mediation efforts are unsuccessful, parties may resort to protecting their rights by litigation in district court.

XIII. COMMITMENT OF CURRENT REVENUES ONLY

In the event that, during any term hereof, the Commissioners Court of Hidalgo County does not appropriate sufficient funds to meet the obligations of Hidalgo County under this Agreement, Hidalgo County may terminate this Agreement upon ninety (90) days written notice to City. Hidalgo County agrees, however, to use reasonable 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 Hidalgo County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

IN WITNESS WHEREOF, this Agreement is executed by the **City of Edinburg** and **Hidalgo County** acting under the authority of their respective governing bodies in duplicate originals on the date

indicated above.

COUNTY OF HIDALGO
100 EAST CANO, SUITE 202
EDINBURG, TEXAS 78539
PHONE: (956) 318-2600; FAX (956)318-2699

BY:_____
Ramon Garcia, County Judge
County of Hidalgo

Date:_____

CITY OF EDINBURG
P.O. BOX 1079
EDINBURG, TEXAS 78540
PHONE:(956) 383-5661; FAX (956) 383-7111

BY:_____
Richard H. Garcia, Mayor
City of Edinburg

Date:_____

ATTEST:

By:_____
Arturo Guajardo Jr., County Clerk

ATTEST:

By:_____
Mayra Garza, City Secretary

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

By:_____
Stephen L. Crain

APPROVED AS TO FORM:

By:_____
City Attorney

Zimbra **rocio.villarreal@co.hidalgo.tx.us**

RE: ICA City of Edinburg & County of Hidalgo for handling of non hazardous municipal solid waste

From : Steve Crain <scrain@atlashall.com> Mon, Dec 08, 2014 12:04 PM

Subject : RE: ICA City of Edinburg & County of Hidalgo for handling of non hazardous municipal solid waste

To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

The red lined agreement is fine.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Monday, December 08, 2014 11:08 AM
To: Stephen L. Crain
Subject: Re: ICA City of Edinburg & County of Hidalgo for handling of non hazardous municipal solid waste

Mr. Crain:

Please review and approve as to form.

ROCIO VILLARREAL

From: "Stephen L. Crain" <scrain@atlashall.com>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Friday, December 5, 2014 11:50:47 AM
Subject: FW: ICA City of Edinburg & County of Hidalgo for handling of non hazardous municipal solid waste

Hi Rocio:

See the attached.

Thank you,
Marynel

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Friday, December 05, 2014 11:04 AM
To: Steve Crain
Subject: Re: ICA City of Edinburg & County of Hidalgo for handling of non hazardous municipal solid waste

Please see attachment.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

From: "Steve Crain" <scrain@atlashall.com>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Thursday, December 4, 2014 4:14:48 PM
Subject: RE: ICA City of Edinburg & County of Hidalgo for handling of non hazardous municipal solid waste

Can you please mark the revisions. Thanks.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Thursday, December 04, 2014 1:16 PM
To: Stephen L. Crain
Subject: Re: ICA City of Edinburg & County of Hidalgo for handling of non hazardous municipal solid waste

Mr. Crain:

As requested, attached is the revised agreement. Please review and approve as to form

Thank you

Rocio

From: "Stephen L. Crain" <scrain@atlashall.com>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Thursday, December 4, 2014 10:40:49 AM
Subject: RE: ICA City of Edinburg & County of Hidalgo for handling of non hazardous municipal solid waste

---

AI -47483 **Purchasing Department** **24. A. 3.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a) Approval of a Sole Source Declaration for "Mary Ann Peralez dba Breath Test Services" for the provision of breath alcohol testing services to Hidalgo County's Alcohol Breath Test Program Services and will remain in effect unless revoked by Hidalgo County Commissioners Court;

b) Authority to enter into with approval of a Service Contract with Mary Ann Peralez dba Breath Test Services as approved by legal pursuant to action taken on line a with effective date to be as of March 6, 2015 inasmuch as current contract will expire on March 5, 2015.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-421-00-115-011-0-350

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

BUDGETARY IMPACT:

2015 Adopted Budget - $59,000.00

Attachments

Sole Source and Contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/08/2014 03:07 PM
Budget & Management	Veronica Ortiz	12/08/2014 04:08 PM
Auditor's Office	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Vangie Garcia		Started On: 11/18/2014 04:00 PM
Final Approval Date: 12/12/2014		

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

"SOLE SOURCE DECLARATION"

TO: Hidalgo County Commissioner's Court

FROM: Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

DATE: December 16, 2014

RE: "Sole Source Declaration" – Breath Test Services dba Mary Ann Peralez

---

Senate Bill 74 of the 61st Legislature in 1969 provides that analysis of a person's breath to determine alcohol concentration must be performed according to methods approved by the Texas Department of Public Safety and by an individual possessing a valid certificate issued by the Department for this purpose.

In order to carry out the provisions of this bill, the Texas Department of Public Safety promulgated the Texas Breath Alcohol Testing Regulations contained in the Texas Administrative Code Title 37 Chapter 19.

On February 21, 2012, Hidalgo County Commissioners Court approved the contract with Mary Ann Peralez d/b/a Breath Test Services for the provision of "Hidalgo County's Alcohol Breath Test Program" pursuant to a Request for Proposals.

Ms. Peralez is the owner and operator of Breath Test Services and as stated the only State of Texas Certified Technical Technician to provide said services and expertise required to conduct evidential breath alcohol testing for law enforcement agencies in the Rio Grande Valley as required by the Texas Department of Public Safety pursuant to the Texas Administrative Code Title 37 Chapter 19. She is also under the direction of the State Scientific Director, Mack Cowan from the Texas Department of Public Safety, who has in the past and currently confirms, supports and recommends Ms. Peralez as a sole source provider for such provision.

Therefore, HC must contract with the sole source provider for Hidalgo County's Alcohol Breath Test Program.

Said Sole Source Declaration will remain in effect until such time as revoked by Hidalgo County Commissioners Court.

In the name and by the authority of

The State of Texas

Be it known that

Mary Ann Peralez

having fulfilled the requirements of the Texas Breath Alcohol Testing Regulations and having been approved by the Texas Department of Public Safety is certified as a

Technical Supervisor

as authorized by statute.

Certificate No. **619**

This Certificate expires and is void after **July 31, 2015.**

Original date of issue **February 3, 1995.**

LAB/br-4 (Rev. 03/12)

In testimony whereof, I have, with the approval of the Director, Department of Public Safety signed my name and caused the official seal of the Department of Public Safety of the State of Texas, to be affixed at the City of Austin, this the 1st day of August A.D. 2013.

J. Mack Cowan

Scientific Director
Department of Public Safety

Steven C. McCraw

Director
Department of Public Safety

Zimbra **evangelina.garcia@co.hidalgo.tx.us**

RE: Breath Test Services

From : Mack Cowan <Mack.Cowan@dps.texas.gov> Tue, Oct 21, 2014 02:08 PM

Subject : RE: Breath Test Services

To : Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us>

Cc : Martha Salazar <martha.salazar@co.hidalgo.tx.us>, roy cazares <roy.cazares@da.co.hidalgo.tx.us>, James Tedder <James.Tedder@dps.texas.gov>, Carl Lecocke <Carl.Lecocke@dps.texas.gov>, Mary Ann Peralez <maryannp@rgvbts.com>

Dear Ms. Garcia,
Mary Ann Peralez is a certified Technical Supervisor and as such, she has Technical Supervisor certificate from the DPS. This is the official document that you have requested and Ms. Peralez should be able to provide you a copy of it.

Mack Cowan
Scientific Director
LES/Crime Lab/Breath Alcohol Laboratory
Texas Department of Public Safety
5805 N. Lamar
Austin, TX 78752
Office: 512/424-5202

-----Original Message-----
From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Tuesday, October 21, 2014 12:00 PM
To: Cowan, Mack
Cc: Martha Salazar; roy cazares
Subject: Breath Test Services
Importance: High

Good Morning Mr. Cowan;
Hidalgo County currently holds a contract with Ms. Maryann Peralez as certified technical supervisor for the provision of Breath Test Service. This current contract will expire on March 5, 2014 and at this time, Hidalgo County is looking into exempting and sole source the services as provided by Ms. Maryann Peralez. As the Scientific Director for the Texas Department Of Public Safety, would you be able to provide a letter of Ms. Peralez and her accomplishment of her certification by the State of Texas for this area. I am aware that there are limited individuals who are qualified and certified for this profession by the State for and in the South Texas Area. I believe Ms. Peralez serves this lower part of South Texas. Hidalgo County has been satisfied with the professionalism provided by Ms. Peralez and seeks to go in this direction as it would be in the best interest of Hidalgo County.

I greatly appreciate your assistance on this so that I may begin the process.

Please do not hesitate to contact me if you have any questions.

Thank you;

Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 785339
Email: evangelina.garcia@co.hidalgo.tx.us
Phone: 956-292-7000-Ext. 4856

TEXAS DEPARTMENT OF PUBLIC SAFETY

Breath Alcohol Testing Bureau

5805 N LAMAR BLVD PO BOX 4087 MSC 0570 AUSTIN TX 78773

512.424.5202

Email: mack.cowan@txdps.state.tx.us

http://www.txdps.state.tx.us/

THOMAS A. DAVIS, JR.
DIRECTOR

DAVID McEATHRON
ASST. DIRECTOR

COMMISSION
ALLAN B. POLUNSKY, CHAIR
C. TOM CLOWE, JR.
ELIZABETH ANDERSON
CARIN MARCY BARTH

03/18/08

To Whom It May Concern:

Breath Test Services, operated by Mary Ann Peralez, DBA, based in McAllen, Texas is the only certified breath alcohol testing program that can provide the services and expertise needed to conduct evidential breath alcohol testing in the Rio Grande Valley. Breath Test Services is authorized to maintain the certified breath alcohol testing program in Hidalgo, Willacy, Cameron and Starr Counties.

Sincerely,

J. Mack Cowan

J. Mack Cowan
Scientific Director
Texas Breath Alcohol Testing Program

Breath Test Services
4311 N 10th, Suite C • McAllen, Texas 78504 • (956) 618-1198

November 4, 2014

Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 785339

My name is Mary Ann Peralez and I am the owner and operator of Breath Test Services in McAllen, Texas. Breath Test Services is the only State of Texas certified agency approved to provide the services and expertise needed to conduct evidential breath alcohol testing for law enforcement agencies in the Rio Grande Valley including Hidalgo, Willacy, Cameron and Starr counties. My certification includes maintaining and repairing the Intoxilyzer test instruments and yearly re-certification of Intoxilyzer operators. I also testify in court as called upon serving as an expert witness for the prosecution on the Intoxilyzer test instrument and the breath alcohol testing program. I currently oversee and maintain four Intoxilyzer instruments for Hidalgo County. My services to Hidalgo county should be considered sole source as I am the only business recognized by the State of Texas to provide these services in the Rio Grande Valley.

Sincerely,

Mary Ann Peralez
Breath Test Services

HIDALGO COUNTY PURCHASING DEPARTMENT
SOLE SOURCE AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER

Before me, the undersigned official, on this day, personally appeared Mary Ann Peralez a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is Mary Ann Peralez. I am over the age of 18, have never been convicted of crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: Breath Test Services of McAllen, Texas.
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):
   State of Texas certified breath alcohol testing program for The Rio Grande Valley area including Hidalgo, Willacy, Starr and Cameron counties.
4. Competition in providing the above named item(s), product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 262.024(a)(7)(A), of the Local Government Code. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuations of any/all business with Hidalgo County.

Signature Mary Ann Peralez

SWORN AND SUBSCRIBED TO under oath before me on 31 day of October, 2014.

Marie Montoya
NOTARY PUBLIC

Marie Montoya
PRINTED NAME

06-16-2015
MY COMMISSION EXPIRES

MARIE MONTOYA
Notary Public, State of Texas
My Commission Expires
June 16, 2015

COMPANY NAME: Breath Test Services

ADDRESS, CITY, STATE & ZIP CODE: 4311 N 10th Street, McAllen, TX 78504

PHONE: 956-618-1198

CONTACT NAME AND TITLE: Mary Ann Peralez, Owner, Technical Supervisor

WEB ADDRESS: breathtestservices.com EMAIL: maryannp@rgvbts.com

FEDERAL TAX ID NUMBER: 74-2882119 TEXAS SALES TAX NUMBER: _____

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT

THIS CONTRACT is made and entered into this **16th Day** of **December, 2014** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Mary Ann Peralez dba Breath Test Services** ("Company").

WHEREAS, Company was sole sourced for the provision of **"Alcohol Breath Test Program Services,** as more particularly described in Exhibit "A" (the "Services"); and

WHEREAS, Company will provide services in accordance with the specifications and proposed fee being attached hereto as Exhibits "A" and "B" ("Vendor's Proposed Fee") respectively, and incorporated herein for all purposes (the "Sole Source"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Declaration, the Commissioners Court of County approved to Sole Source the Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide the services in

accordance with the Specifications within **Hidalgo County** following a Sole Source by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Sole Source Declaration will remain in effect until such time as revoked by Hidalgo County Commissioners Court.

4. As a condition of this Contract, Company shall hold and maintain throughout the duration of the Sole Source Declaration all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **THE COUNTY OF HIDALGO**
ATTN: COUNTY JUDGE
302 W. UNIVERSITY DRIVE
EDINBURG, TEXAS 78539

If to Company: **MARY ANN PERALEZ D/B/A**
BREATH TEST SERVICES
4311 N. 10TH, SUITE C
MCALLEN, TEXAS 78504

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days written notice by County.

16. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

18. **Commitment of Current Revenues Only.** In the event that, during any term

hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable 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 Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

19. **Entire Agreement**. This Agreement contains the entire contract between the parties hereto, and each party acknowledge 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 the parties hereto, and not otherwise.

20. **Immunities:** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claims or action of any person, entity, or individual against County.

WITNESS our hands in duplicate originals this_____ day of _____, 2014.

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY: MARY ANN PERALEZ DBA BREATH TEST SERVICES

By:_____

Printed Name:_____

Title:_____

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

APPROVED BY COMMISSIONES COURT:_____

EXHIBIT A
"CERTIFIED TECHNICAL SUPERVISOR FOR HIDALGO COUNTY'S ALCOHOL BREATH TEST PROGRAM" SPECIFICATIONS

HIDALGO COUNTY
"CERTIFIED TECHNICAL SUPERVISOR FOR HIDALGO COUNTY'S ALCOHOL BREATH TEST PROGRAM"

SPECIFICATIONS

Hidalgo County currently has four (4) Intoxilyzer 5000EN located at the following addresses:

1. One (1) Hidalgo County Jail (Edinburg, Texas)
2. One (1) Palmview Police Department (Palmview, Texas)
3. One (1) San Juan Police Department (San Juan, Texas)
4. One (1) Weslaco Police Department (Weslaco,Texas)

Shall meet the minimum qualifications for certification as a technical supervisor as described in 37 TAC Part 1 Chapter 19 Requirements for Certification of a Technical Supervisor, which includes but is not limited to:

1. A baccalaureate degree in science from an accredited college or university with at least 18 hours of chemistry, with no more than 8 hours of chemistry at the freshman level.
2. Satisfactory completion of a course of instruction as set froth in 37 TAC Part 1, Chapter 19.5(a)(3) related to Operator Certification.
3. Satisfactory completion of technical supervisor training that is approved by the Scientific Director in accordance with 37 TAC Part 1, Chapter 19.6 (b)(3).
4. Knowledge and understanding of the scientific theory and principles as to the operation of the breath alcohol testing instruments and reference sample devices.
5. Successfully pass the Technical Supervisor certification exam.
6. a clean conviction history in accordance with 37 TAC Part 1, Chapter 19.6 (b)(6).

The successful candidate shall:

1. Be competent in Intoxilyzer ethanol and flow calibration.
2. Provide repair parts at no cost to the County where repair is necessitated by routine wear and tear.
3. Provide the services as required and requested by County.
4. Have knowledge of laws and state regulations pertaining to breath alcohol testing and experience in breath alcohol testing.
5. Meet the requirements set forth in the Texas Breath Alcohol Testing Regulations, meet reporting requirements and providing technical supervisory instruction as necessary.

6. Determine if instrument/equipment by serial number is one of the same manufacturer brand or model designation as shown on the State's scientific director's approved list and meets the criteria for the certification as required by the State Of Texas for the use of the breath testing (Intoxilyzer 5000EN) services.
7. Satisfactory completion of technical supervisor training that is approved by the scientific director, the content of which shall include, but not be limited to:
    - Advanced survey of current information concerning alcohol and its effects on the human body;
    - Operational principles and theories applicable to the program;
    - Instrument operations, maintenance, repair and calibration;
    - Legal aspects of breath alcohol analysis;
    - Principles of instruction;
    - Knowledge and understanding of the scientific theory and principles as to the operation of the instrument and reference sample device;
8. Insurance Certificates as per **"Exhibit C"** must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder.
9. **Be available to testify and give expert testimony on behalf of District Attorney on an "As Needed Basis" and/or "As Required".**

EXHIBIT "B"
VENDOR'S FEE SCHEDULE

Breath Test Services
4311 N 10th, Suite C • McAllen, Texas 78504 • (956) 618-1198

Proposal Fee Schedule:

1) One (1) Hidalgo County Jail (Edinburg, Texas)	$ 17,500.00
2) One (1) Palmview Police Department (Palmview, Texas)	$ 17,500.00
3) One (1) San Juan Police Department (San Juan, Texas)	$ 17,500.00
4) One (1) Weslaco Police Department (Weslaco, Texas)	$ 17,500.00

EXHIBIT "C"
INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/28/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ward Insurance Group 1801 PRECINCT LINE RD STE B HURST TX 76054-3171	CONTACT NAME: Michelle Hodges PHONE (A/C, No, Ext): (817) 605-0185 FAX (A/C, No): (817) 605-0084 E-MAIL ADDRESS: michelle@wardinsgroup.com INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: MARKEL INSURANCE COMPANY INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED MARY ANN PERALEZ DBA: BREATH TEST SERVICES 4311 N 10TH ST STE C MCALLEN TX 78504-3017	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC						EACH OCCURRENCE $ DAMAGE TO RENTED PREMISES (Ea occurrence) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $ $
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE $ AGGREGATE $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $
A	ERROR & OMISSIONS			MG-939352	01/09/2014	01/09/2015	1,000,000 PER CLAIM 1,000,000 PER AGG

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

DED $2,500

CERTIFICATE HOLDER

HIDALGO COUNTY
PO BOX 87
EDINBURG TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01-30-2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Michelle Hodges	
Ward Insurance Group 1801 PRECINCT LINE RD STE B HURST TX 76054-3171	PHONE (A/C, No, Ext): (817) 605-0065	FAX (A/C, No): (817) 605-0084
	E-MAIL ADDRESS: michelle@wardinsgroup.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : TEXAS MUTUAL INSURANCE	
INSURED	INSURER B :	
MARY ANN PERALEZ DBA: BREATH TEST SERVICES 4311 N 10TH ST STE C MCALLEN TX 78504-3017	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ ☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N ☐ N / A If yes, describe under DESCRIPTION OF OPERATIONS below			SBP0001233848	02/11/2014	02/11/2015	☐ WC STATU-TORY LIMITS ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

HIDALGO COUNTY
PO BOX 87
EDINBURG TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

Date: 01/27/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the policy holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

AGENT:	PRODUCER:
WARD INSURANCE GROUP 1031 PRECINCT LINE RD STE B HURST, TX 76054-3471 PHONE #: 817-605-0065 FAX #: 8176050084 CODE: L70 EMAIL: lcm@wardinsgroup.com	Texas All Risk Insurance 9696 Skillman St. Suite 170 Dallas, Tx 75243 1-800-627-0303
INSURED:	**INSURER A:**
MARY ANN PERALEZ DBA: BREATH TEST SERVICES 4311 N 10TH ST, STE C MCALLEN, TX 78504	PENN AMERICA INSURANCE COMPANY

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR $250 Deductible			PAC705GT01	01/12/2014	01/06/2015	GENERAL AGGREGATE PRODUCTS-COMP/OP AGG PERSONAL & ADV INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person)	$1,000,000 EXCLUDED EXCLUDED $1,000,000 $100,000 $5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PROJECT LOC							
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	
	GARAGE LIABILITY ANY AUTO						AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EACH ACCIDENT AGGREGATE	
	EXCESS / UMBRELLA LIAB OCCUR / CLAIMS-MADE DEDUCTIBLE RETENTION $						EACH OCCURRENCE AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	Y / N					STATUTORY LIMITS EACH ACCIDENT DISEASE - EACH EMPLOYEE DISEASE - POLICY LIMIT	
	OTHER							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
OFFICE

CERTIFICATE HOLDER	CANCELLATION
HIDALGO COUNTY PO BOX 87 EDINBURG, TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

TAR/COI 10/12

Zimbra **evangelina.garcia@co.hidalgo.tx.us**

RE: Draft Contract-Alcohol Breath Test Program Services-Mary Ann Peralez DBA Breath Test Service

From : Steve Crain <scrain@atlashall.com> Sat, Dec 06, 2014 04:33 PM

Subject : RE: Draft Contract-Alcohol Breath Test Program Services-Mary Ann Peralez DBA Breath Test Service

To : 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>

Other than the date and missing insurance certificate the contract is fine.

-----Original Message-----
From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Saturday, December 06, 2014 8:57 AM
To: Steve Crain
Cc: Martha Salazar
Subject: Fwd: Draft Contract-Alcohol Breath Test Program Services-Mary Ann Peralez DBA Breath Test Service

My apologies Mr. Crain, I did not change the date referenced on the contract; I will correct once I know which court date I can place the agenda item on pursuant to your review as to revisions/form of agreement.

Thank you;

Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 785339
Email: evangelina.garcia@co.hidalgo.tx.us
Phone: 956-292-7000-Ext. 4856

----- Forwarded Message -----
From: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
To: "Steve Crain" <scrain@atlashall.com>
Cc: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Saturday, December 6, 2014 8:50:02 AM
Subject: Re: Draft Contract-Alcohol Breath Test Program Services-Mary Ann Peralez DBA Breath Test Service

Good Morning Mr. Crain;
Pursuant to your recommendation of adding a "whereas clause" summarizing the sole source letter, I went ahead and reworded the third "whereas clause" of the Interlocal which I remembered a contract you helped me with back on 2013 with Time Warner, which was sole sourced followed by a declaration letter including a service contract. I've attached the revised contract with a revision to the third whereas clause. Please review as to form for your approval so that I may proceed with an agenda item.

Thank you;

Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 785339
Email: evangelina.garcia@co.hidalgo.tx.us
Phone: 956-292-7000-Ext. 4856

----- Original Message -----
From: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
To: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
Sent: Wednesday, November 19, 2014 11:43:30 AM

AI -47815 **Purchasing Department** **24. B. 1.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Darlene Betancourt, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval of Exhibit A (Requirements) & Exhibit B (Evaluation Criteria) for Professional Energy Consulting Services Project authorized for publication/advertising by HCCC 10/28/14.

BACKGROUND

Fiscal Impact

Attachments

Exhibit A
Exhibit B

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/12/2014 03:09 PM
Budget & Management	Veronica Ortiz	12/12/2014 04:04 PM
Glinda Pacheco	Glinda Pacheco	12/12/2014 04:46 PM
Auditor's Office	Monica Badillo	12/12/2014 08:19 PM

Form Started By: Darlene Betancourt Started On: 12/12/2014 11:30 AM

Final Approval Date: 12/12/2014

EXHIBIT "A"

SCOPE OF SERVICES/REQUIREMENTS

REQUEST FOR PROPOSALS

Hidalgo County
"PROFESSIONAL ENERGY CONSULTING SERVICES "

(NIGP CODE: 910-16)

RFP: 2014-070-00-00-

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OVERVIEW:

Hidalgo County is requesting sealed proposals from interested and qualified consultants/firms to provide **"Professional Energy Consulting Services"** related to the procurement and delivery of electricity of its facilities, along with auditing of the electricity bills. will assist with the details of the RFP (if authorized by Hidalgo County Commissioners' Court) to evaluate the proposals and to assist Commissioner's Court during the decision making process and/or to seek proposals from all cooperative purchasing programs utilized and approved by Hidalgo County. The County's current Retail Energy contract expires on, November 30, 2015.

The term of this agreement will commence upon final acceptance of negotiated contract by Commissioner's Court and will continue for a period of two (2) years with Hidalgo County's option to extend one (1) additional year. The final agreement may be terminated by Hidalgo County upon providing consultant a thirty (30) day written notice.

The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of **"RFP No: 2014-000-00-00- Professional Energy Consulting Services"** as specified herein. Sealed Proposals will be accepted until **9:30 A.M., _____ 2014. ANY PROPOSALS RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to: Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

The Submittal Envelope Must Show the RFP Number, Name and Acceptance Date.

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The following outlines the Request for Proposal:

SECTION I

GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:
Hidalgo County is requesting that sealed proposals must be routed to

US Postal Mail address:	**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy. 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

ALL WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE (956)292-7612 OR VIA E-MAIL TO: @co.hidalgo.tx.us BY NO LATER THAN, **Friday, by 5:00 P.M.** Responses will be sent to all applicants via e-mail by no later than, **Monday, by 5:00 P.M. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**.

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or consultant considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **EXHIBIT D**, the vendor, person consultant or consultant's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Participants, consultants, consultants and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 North Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PARTICIPANT.**

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit "E")** certifying that the submission is: (1) not the result of Collusion as described in the Proposer's Affidavit; (2) that the Respondent does not have a Conflict of Interest as described in Proposer's Affidavit; or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

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NON-COLLUSION:
Submitters, by submitting the signed Participant's Affidavit (Exhibit E), certify that the accompanying submission is not the result of , or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the consultant.

ELECTRONIC TRANSMISSION OF BIDS:
Hidalgo County's Purchasing Department **WILL NOT** accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in the Purchasing Department not less than seventy-two (72) hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

PROPOSAL DELIVERY:
Hidalgo County requires submitters, when hand delivering RFP to make sure that it is stamped with time and date by the County Purchasing Staff.

SIGNING OF PROPOSAL:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink**.

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

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TERM OF CONTRACT:

The term of this agreement will commence upon final acceptance of negotiated contract by Commissioner's Court and will continue for a period of two (2) years with the county's option to renew for an additional one (1) years term, at the same rates, terms and conditions. The final agreement may be terminated by Hidalgo County upon providing consultant a 30 day written notice.

Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day Grace Period at the end of the contract under the same rates, terms and conditions.

DAVIS BACON ACT: (If applicable)

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

SECTION II- SCOPE OF SERVICES/REQUIREMENTS

SCOPE OF SERVICES:

A. The consultant to assist Hidalgo County including, but not limited to the following:

1. Assist in development of the requirements for an RFP (Request for Proposal) for the procurement of electricity services provider to the facilities operated by Hidalgo County.
2. Create RFP to obtain price quotes from RFP's prior to the current electricity contract expiration.
3. Review current electrical billings, meters and identify current contract requirements and/or terms that are of concern to Hidalgo County.
4. Inputting the electrical bill on a customized excel spreadsheet for energy quote comparison.
5. Assist the evaluation of the RFP's for delivery of electric services to Hidalgo County facilities.
6. Assist Hidalgo County's evaluation committee in reviewing the RFP's submitted to the County.
7. Assist in negotiating and reviewing energy contracts and quotes from Retail electric services providers.
8. Meet with County officials to review electrical RFP details such as, company references, financial stability, pricing; pass thru fees, gross receipts tax and other terms of the proposed contract.
9. Assist in providing a recommendation of the proposals received to Commissioner's Court and/or provide answers to any questions posed by Commissioner's Court during the decision making process. Provide a presentation of findings to County staff and Commissioner's Court.
10. Provide an analysis/comparison/assessment of prices, products and contract business terms of the County's electric provider and work the County's legal counsel to negotiate terms of final agreement with County and awarded electric provider.
11. Be available for presentation to Commissioner's Court during the procurement process of the energy contract and during the term of the contract with the energy provider.
12. Be available to provide presentation to commissioner's Court as required by Hidalgo County to Commissioner's Court.

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B. The consultant will be required to provide the following services during the term of the contract (after selection of the electric services provider and during the term of the electric services provider contract).

1. Evaluate the electrical consumption of the County and provide recommendations to reduce energy consumption.
2. Analyze peak hours of electric usage.
3. Monitor and audit utility bills on a monthly basis. Providing month electricity bill audit analysis and yearly budget reports starting upon awarded of contract by Hidalgo County Commissioners' Court and execution of final agreement.
4. Provide support of energy cost reductions, meter consolidation and comply with HB 3693. Provide information needed to conform with SB 12 and HB 3693.
5. Assist with the addition and/or deletion of accounts for county buildings.
6. Resolve billing issues with REP or TDSP and dispute and provide support for bill error credits and corrections and meter additions and/or deletions.
7. Provide recommendations on how to reduce or consolidate the number of meters and meter cost at County facilities.
8. Provide recommendations on energy reduction projects for county facilities.
9. Provide recommendations during new & renovation construction projects on possible energy reduction measures.

REQUEST FOR PROPOSALS

The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP.

RFP SUBMISSION:

A total of one (1) original and seven (7) copies response shall be submitted to: Martha L. Salazar, Purchasing Agent, Hidalgo County Purchasing Department, 2812 So. Business Hwy 281, New Administration Building, Edinburg, Texas 78539 by **no later than 9:30 a.m. on Friday, _____.**

CONTENTS:

The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

UNDERSTANDING OF THE PROJECT:

This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

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FIRM QUALIFICATIONS:

The County of Hidalgo is seeking to contract with a competent firm(s), registered and licensed (if applicable) for the services being requested in the RFP and/or do business in the State of Texas, who has experience in, but not limited to:

A. Before a consultant is considered for selection for energy consultant the following qualifications must be demonstrated:
   1. The consultant or his/her firm shall not engage in the sale of energy.
   2. The consultant must disclose any potential conflict of interest with participating in the recommendation of an energy provider.
   3. Consultant shall have experience of at least 3 years working in deregulated working energy markets.
   4. Consultant shall be certified by the State of Texas Public Utilities Commission.
   5. Consultant shall have 3 years experience in negotiating electricity contracts for counties, cities, school districts with the capacity of at least 20,000,00 kwh load.
   6. Consultant shall have 3 years experience in providing competitive assessment and procurement advisory
   7. Provide a list of three (3) references with contact information where the proposed consultant has assisted in obtaining a retail electricity contract.

PERSONNEL AND STAFFING:

The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

REQUIRED CERTIFICATIONS AND SUBMITTAL:

This section will contain any licenses and certifications as required by HIDALGO COUNTY, the STATE OF TEXAS, etc. **The Proposer(s) should add copies of their Professional Liability Insurance in the response.**

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:

Hidalgo County is hereby requesting a lump sum flat rate proposal fee based on the scope of services/requirements.

RFPs must be submitted by **no later than 9:30 a.m. on _____.**

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RFP SUBMITTED TO: An original and seven (7) copies of RFPs should be submitted to:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

ADDITIONAL INFORMATION:
Hidalgo County is requesting that any and all questions, inquiries, and all clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, **Attn: , via email**: @co.hidalgo.tx.us, 2812 South Business Highway 281, Edinburg Texas 78539. ***TELEPHONE CALLS WILL NOT BE ACCEPTED!***

Any/All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives whenever it is in the County's best interest to do so.

SECTION III- SELECTION/EVALUATION/RANKING

SELECTION PROCEDURES/EVALUATION SYSTEM:
The evaluation consists of a 100-point scoring system. However, after the 100-point evaluation, Hidalgo County Commissioner's Court may elect to narrow the participating firms and request a presentation from a representative from firms.

A. Evaluation Committee selected by Hidalgo County Commissioner's Court, Elected Official or User Department will review, score and evaluate the Request for Proposals (RFP's) responses received.

B. After the RFP responses have been reviewed, scored and evaluated, a grid will be presented to Commissioner's Court for the purposes of ranking.

C. Categories are further detailed in the Selection Criteria (Exhibit B) section of this RFP.

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SCORING AND EVALUATION PROPOSALS

Proposals will be evaluated and scored for innovation and completeness, in response to each of the elements outlined in the Scope of Services including but not be limited to, the items listed below:

1. Qualifications/Experience: 40pts

a. Experience in negotiating electricity contract for counties, cities, school districts with at least 20,000,000 kwh load, which must be identifies in this RFP .

b. Certified by the State of Texas Public Utilities Commission

2. Capacity to perform services: 30pts.
   a. Consultant shall have a proven record in providing competitive assessment and procurement advisory services for the procurement & audit of electricity.
   b. Provide resumes on key personnel that have more than three (3) years experience working in deregulated energy markets.
   c. Identify team members to be assigned to Hidalgo County's accounts, including qualifications.
   d. List of three (3) references with contact information where the proposed consultant or firm has assisted in obtaining a retail energy contract.

3. Knowledge of Rules, Regulation, Codes and Other Information: 20pts
   a. Knowledge of utility rate schedules TDSP Tariff's.
   b. Provide written documentation communicating your knowledge of rules, regulations, codes and other information.

.

4. Understanding & Capacity to provide suggestions and ideas for Energy Savings to Hidalgo County. 10pts
   a. Provided traditional savings efforts for energy savings for future for Hidalgo County.

Total 100 points

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EVALUATION PROCESS

All proposals will be examined by Hidalgo County Purchasing Department Staff and/or designated committee.

The evaluators will consider the most cost productive, efficient and effective plan. Emphasis will be placed on qualitications, as well as meeting the needs of the using department(s). While Hidalgo County appreciates a brief straight forward and concise reply, the participants must fully understand that the evaluation is based on the information provided herein Accuracy and completeness are essential. Omissions, ambiguous or equivocal statements may be construed against the participant. The proposal response may be incorporated into any contract, which results from this RFP, and participants are cautioned not to make claims or statements, which they are not prepared to commit to contractually. Failure of the participant to meet such claims will result in a requirement that the vendor provide the resources necessary to meet submitted claims.

Hidalgo County, reserves the right to accept such a proposal if it is determined to be in the best interest of Hidalgo County.

Hidalgo County may initiate discussions with selected participants(s); however, discussions **may not** be initiated by participants. Hidalgo County expects to conduct discussions with participant's representatives authorized to contractually obligate the vendor with an offer. Consultant(s) shall not contact any personnel of Hidalgo County during the RFP process without the express permission from the Office of the Hidalgo County Purchasing Agent. Hidalgo County Purchasing may disqualify any participant who has made site visits, contacted any personnel of Hidalgo County, or distributed any literature without authorization from the Purchasing Department.

All documents will be held by Hidalgo County and are NOT subject to public view until an award is made. Under the Request for Proposal process, sealed offers will be received and opened in the Office of the Hidalgo County Purchasing Agent. At and after opening, proposals will NOT be part of the public record and subject to disclosure, but will be kept confidential until time of award. When an award is made, proposals are subject to review under the "Public Information Act". To the extent permitted by law, participants may request in writing non-disclosure of confidential data. Such data shall accompany the proposal, be readily separable from the proposal, and shall be CLEARLY MARKED "CONFIDENTIAL".

NEGOTIATION PROCESS:

The number one ranked firm will be contacted to submit a letter of engagement/contract for negotiations. If negotiations prove unsuccessful, Commissioner's Court will terminate negotiations with the firm and will contact the next highest ranked firm to open negotiations. The County of Hidalgo reserves the right to reject any and all RFPs.

TERMINATION OF SERVICES:

Any contract awarded to a qualified firm will be in effect until (a) the contract expires or (b) performance of all services are completed, or (c) terminated by County with or without cause, with thirty (30) days written notice prior to cancellation.

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EXHIBIT B

EVALUATION CRITERIA

HIDALGO COUNTY

REQUEST FOR PROPOSAL

"PROFESSIONAL ENERGY CONSULTING SERVICES "

RFP No.: 2014-000-00-00

DRAFT

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SELECTION/EVALUATION/RANKING CRITERIA

The respondent's RFP will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFP Evaluation Form."

1. **QUALIFICATIONS/EXPERIENCE: (40) POINTS**

- Experience in negotiating electricity contracts for other jurisdiction such as: counties, cities, school district of Similar size as Hidalgo County and with at least 20,000,000 kwh load, which must be identified in this RFP.
- Consultant shall be certified by the State of Texas Public Utilities Commission.

2. **CAPACITY TO PERFORM SERVICES: (30) POINTS**

- Consultant shall have a proven record in providing competitive assessment and procurement advisory services for the procurement & audit of electricity.
- Provided resumes on key personnel that have more than three (3) years experience working in deregulated energy markets.
- Indentify team members to be assigned to Hidalgo County's accounts, including qualifications.
- List of Three (3) references with contact information where proposed consultant or firm has assisted in obtaining retail energy contracts.

3. . **COST/NEGOTIATION RECOVERIES: (20) POINTS**

- The Energy Management Consultant must provide price rate structure;
- The Energy Management Consultant must provide references supporting contractor's effectiveness for negotiating recoveries.

4. **UNDERSTANDING, SUGGESTIONS AND FUTURE IDEAS FOR ENERGY SAVING TO HIDALGO COUNTY. (10) POINTS**

- Provided Traditional savings efforts for energy savings for future for Hidalgo County.

TOTAL: 100 POINTS

EVALUATION PROCESS

All proposals will be examined by Hidalgo County Purchasing Department Staff and designated committee.

The evaluators will consider the most efficient and effective plan. Emphasis will be placed on experience, as well as meeting the needs of the using departments (s). While Hidalgo County appreciates a brief straight forward and concise reply, the participants must fully understand that the evaluation

DRAFT

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HIDALGO COUNTY
"ENERGY MANAGEMENT CONSULTANT"
RFP NO: 2014-070-00-00CGA
RFP EVALUATION FORM

Selection Criteria	**Points**	**Score**

1. **QUALIFICATIONS/EXPERIENCE: (40) POINTS**
Experience in negotiating electricity contracts for other jurisdiction such as: counties, cities, school district of Similar size as Hidalgo County and with at least _____kwh load, which must be identified in this RFP. **(30 points)**
Consultant shall be certified to perform these services by the State of Texas Public Utilities Commission **(10 points)**

0-40 _____

Comments/Rationale For Points:_____

2. **CAPACITY TO PERFORM SERVICES: (30) POINTS**
Consultant shall have a proven record in providing competitive assessment and procurement advisory services for the procurement & audit of electricity. **(15 points)**
Provided resumes on key personnel that have more than three (3) years experience working in deregulated energy markets. **(5 points)**
Indentify team members to be assigned to Hidalgo County's accounts, including qualifications. **(5 points)**
List of Three (3) references with contact information where proposed consultant or firm has assisted in obtaining retail energy contracts. **(5 points)**

0-30 _____

Comments/Rationale For Points:_____

3. **COST/NEGOTIATION RECOVERIES:**
The Energy Management Consultant must provide price rate structure; **(10 points)**
The Energy Management Consultant must provide references supporting contractor's effectiveness for negotiating recoveries.**(10 points)**

0-20 _____

Comments/Rationale For Points:_____

4. **CAPACITY TO PROVIDE SUGGESTIONS AND IDEAS FOR FUTURE ENERGY SAVING TO HIDALGO COUNTY (10) POINTS**

0-10 _____

Comments/Rationale For Points:_____

Provider: _____ **Total :** _____

Evaluator: _____ Date: _____

DRAFT

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AI -47575 **Purchasing Department** **24. C. 1.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Sandy Suarez,
PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of sole bid received as detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of award and approval of contract for Request for Bid titled: Hidalgo County Precinct No. 1 -
"Disposal of Solid Waste Received at Pct 1- Citizens Collection Station to Transfer" through project No.: 2014-374-11-19-SGS

BACKGROUND

1. Contract will commence upon approval of Commissioner's Court.
2. Contract document was reviewed and approved by Legal Counsel as to form.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-432-00-121-001-0-421

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

BUDGETARY IMPACT:

Pct 1 -Funds available as of 12/9/14

Attachments

Recommendation, tab , participation log

Contract Document

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	12/08/2014 10:46 AM
Budget & Management	Veronica Ortiz	12/08/2014 11:21 AM
Auditor's Office	Veronica Ortiz	12/08/2014 11:23 AM
Glinda Pacheco	Glinda Pacheco	12/09/2014 01:47 PM
Auditor's Office	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Sandy Suarez		Started On: 11/26/2014 08:15 AM
Final Approval Date: 12/12/2014		

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Department's Recommendation)

To: **Hon. A.C. Cuellar, Commissioner**
Hidalgo County Precinct No. 1

ATTN: Katia Garcia

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Department

Date: November 25, 2014

Re: RFSQ No. 2014-374-11-19-SGS-Recommenation/Concurrence for Hidalgo County Precinct No. 1-"Disposal of Solid Waste Received at Pct 1- Citizens Collections Stations to Transfer"

We have received **one (1) response** for the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copy of the bid response for your review and recommendation.

Please submit your response no later than **Tuesday, December 02, 2014 @ 1:00 p.m.** to be able to present to the next proposed Commissioner's Court meeting on the proposed date: **December 16, 2014.** Reply to the Purchasing Department **via email to: sandy.suarez@co.hidalgo.tx.us. or via fax to (956)-292-7612.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

Please indicate your Recommendation and/or concerns on the space provided below:

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. Republic Services	
2.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 4-1100-432-00-121-001-0-421

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Raul Lozano	Pct. 1	11/25/14

Enclosures

HIDALGO COUNTY PRECINCT NO. 1
TABULATION SHEET
"Disposal of Sold Waste Received At Pct 1-Citizens Collection Stations To Transfer"
RFB NO.: 2014-374-11-19-SGS

INTERNAL USE ONLY - 965-717 Soild Waste Disposal Services

	Vendor/ location	Price per Ton	TCEQ Flow Charges	Total Cost
1	**SOLE BIDDER** Republic Services Harlingen, Texas	$35.55	included	$35.55

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING LOG

RFB OPENING DATE: **NOVEMBER 19, 2014** | RFB OPENING TIME: 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: "Hidalgo Co. Pct 1-Disposal of Solid Waste Received at Pct 1- Citizen Collection Stations to Transfer"

RFB NO: 2014-374-11-19-SGS | Buyer: Sandy Suarez

Company/Firm & Representative's Name	Request via	Signature (If Applicable) or Initials Of Staff Addressing Mail Out	Date	Physical Address City-State-Zip Phone & Fax No's
1) ALLIED WASTE SYSTEMS OF AMERICA, INC. Attn: Steve Napoli or Jon M. Deicla	EMR	Sandy Suarez	11/03/14	9402 w Exprwy 83 Harlingen, tx 78552 956-423-7316 f: 956-428-2045 800-423-7316 956.392.7012 C: 956.495.4236-jon Deicla P: 956.428.2045 F 480.270.8914 snapoli@republicservices.com jdeicla@republicservices.com
2) WASTE CONNECTION OF TEXAS Attn: Able Moreno	EMR	Sandy Suarez	11/03/14	1222 N. Closner Blvd. Edinburg, TX. 78541 C 817-223-8186 O:956-316-0333 F: 316-0113 abelm@wcnx.org
3) SOIL-TECH, INC. Attn: Patty Klement	EMR	Sandy Suarez	11/03/14	709 W. Exp 83 Pharr, Tx 78577 O:956-787-2533- C:956-874-3954 F: 956-787-8295 pklement1@live.com
4) ALL VALLEY WASTE LLC Attn: Paula Villanueva	EMR	Sandy Suarez	11/03/14	402 W Mile 10 Rd N Weslaco TX 78596 (956) 969-9009 956) 376-6022 paulalopezvillanueva@msn.com
5) QUALITY WASTE Attn: Ezri Del La Rosa / Joe Quiraga	EMR	Sandy Suarez	11/03/14	123 E. Davis Rd. Edinburg, TX. 78542 956-287-7286 C: 956-358-6723 ezri@myqualitywaste.com
6) SANTA ANITA RECLAMATION, LLC Attn: Lance Walker	EMR	Sandy Suarez	11/03/14	25385 FM 1017 P.O. BOX 354 LINN, TX 78563 O:956-287-8473 C: 956-802-4655 F: 956-287-0135 sarllc101@gmail.com
7) REPUBLIC SERVICES (BFI) SERVICE Attn: Rey Alegria	IP	Sandy Suarez	11/03/14	9402 W. Expressway 83, Harlingen, Texas 78552 956-423-7316 ralegria@republicservices.com
8) WASTE MANAGEMENT SERVICES Attn: Jaime Lopez	EMR	Sandy Suarez	11/03/14	171 S. Cage Blvd Pharr, TX. 78577 956-702-0252 Jamie.lopez21@wm..com
9) PRIME VENDOR INC. Attn: Kimberly Doumit	EMR	Sandy Suarez	11/06/14	4622 Cedar Avenue Wilmington NC 28403 P: 800-746-9554 F: 800-746-8307 bids20@prime-vendor.com

*VIA: E-MAIL REQEUST (EMR) IN PERSON (IP) TELEPHONE REQUEST (TR) BIDDERS LIST MAIL OUT (BLM)

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-14-374-12-16

THIS CONTRACT is made and entered into this **16th Da**y of **December, 2014** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Republic Services, Inc.** ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Disposal of Solid Waste Received at Precinct No. 1 Citizen Collection Stations",** as more particularly described in Exhibit "A" (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any

third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year effective **December 16, 2014** and ending on **December 15, 2015.** Hidalgo County may at its sole discretion elect, to extend the term of this Contract for two (2)-one (1) year terms at the same rates, terms and conditions and may further extend this Contract an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules

and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has

no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	**The County of Hidalgo** **Attn: County Judge** **304 W. University Drive** **Edinburg, Texas 78539**
If to Company	**Republic Services** **Attn: Jon Deicla, General Manager** **9402 West Exp. 83** **Harlingen, Texas 78552**

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days written notice by County.

16. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

18. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable 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 Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

19. **Immunities**: Nothing in this Agreement is intended to a and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

WITNESS our hands in duplicate originals this_____ day of _____, 2014.

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY: Republic Services

By:_____

Printed Name:_____

Title:_____

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

APPROVED BY COMMISSIONES COURT:_____

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCURMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

November 03, 2014

Bidder's name

Address

City

State, Zip Code

RE: **Hidalgo County**
Request for Bids – "DISPOSAL OF SOLID WASTE RECEIVED AT PRECINCT NO. 1- CITIZEN COLLECTION STATIONS TO TRANSFER"
RFB № 2014-374-11-19-SGS

Dear Sir/Madam:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR BID (RFB)

TABLE OF CONTENTS

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"Disposal of Solid Waste Received At Precinct No. 1- Citizen Collection Stations to Transfer"
RFB NO: 2014-374-11-19-SGS

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3.	Exhibit A, Specifications/Requirements	3
4.	Exhibit B, Bid Page	1
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The above mentioned items shall be found in the Request for Bids (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

November 03, 2014
Date

Bid No: 2014-374-11-19-SGS	Buyer: Sandy Suarez	Tel. No: (956) 318-2626 ext. 4860

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT NO. 1

"DISPOSAL OF SOLID WASTE RECEIVED AT PRECINCT NO. 1 -CITIZEN COLLECTION STATIONS TO TRANSFER"

BID OPENING DATE:

NOVEMBER 19, 2014

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 - New Administration Building
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY PRECINCT NO. 1- "DISPOSAL OF SOLID WASTE RECEIVED AT PRECINCT NO. 1 -CITIZEN COLLECTION STATIONS TO TRANSFER"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2014-374-11-19-SGS- HIDALGO COUNTY PRECINCT NO. 1-"DISPOSAL OF SOLID WASTE RECEIVED AT PRECINCT NO. 1- CITIZEN COLLECTION STATIONS TO TRANSFER"** and in County's Purchasing Department, 2812 So. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m. WEDNESDAY, NOVEMBER 19, 2014. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2014-374-11-19-SGS RFB-HIDALGO COUNTY PRECINCT NO. 1 – "DISPOSAL OF SOLID WASTE RECEIVED AT PRECINCT NO. 1- CITIZEN COLLECTION STATIONS TO TRANSFER".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind

and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

  Hidalgo County Purchasing Department
  Martha L. Salazar, Purchasing Agent
  (956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official

c) Purchase Order Number (if any)

d) Notation - **HIDALGO COUNTY PRECINCT NO. 1 - "DISPOSAL OF SOLID WASTE RECEIVED AT PRECINCT NO. 1 CITIZEN COLLECTION STATIONS TO TRANSFER"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

e) Contract number must be indicated on all invoices

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Precinct No. 1
A.C. Cuellar, Jr., Commissioner
1902 Joe Stephens Ave
Weslaco, Texas 78596
ATTN.: Accounts Payable (956) 968-8733

17. Schedule of Events

Bid Opening, 9:30 AM	**NOVEMBER 19, 2014**
Award of Contract	_____, 2014
Commence Work or Deliver Products	_____, 2014

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably

acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For

HIDALGO COUNTY PRECINCT NO. 1
"DISPOSAL OF SOLID WASTE RECEIVED AT PRECINCT NO. 1 CITIZEN COLLECTION STATIONS TO TRANSFER"
BID NO.: 2014-374-11-19-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 – New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

Specifications/Requirements

Hidalgo County Precinct No. 1

"Disposal of Solid Waste Received at Precinct No. 1- Citizen Collection Stations to Transfer"

Bid No.: 2014-374-11-19-SGS

I. SCOPE OF SERVICES:

Hidalgo County is solicitating competitive sealed bids from qualified vendors, for the services of the disposal and/or pick up of loose solid waste material from Hidaglo County Precinct 1, Sunset Park. All services will be on an "As Needed Basis". The County reserves the right to utilize its own trucks and drivers at the descretion of Precinct No.1, throughout the term of this contract.

II. SPECIFICATIONS/REQUIREMENTS

1. Bidder must identify the landfill site and/or Transfer Station to which solid waste materials are to be delivered. Bidder shall provide a copy of the current Type one (1) permit for the landfill site issued by the Texas Commission on Evironmental Quality (TCEQ). In addition, bidder should present evidence that it possesses all other federal, state and local permits which may be necessary and proper to the conduct of a landfill and/or Transfer Station business.

2. The bidder will accept possession and entitled to all deliveries of solid waste materials tendered to it by County at the landfill and/or Transfer Station site. Bidder acknowledges that County is operator of one or more landfill sites in Hidalgo County, which do not, possesses a Type one (1) permit. The purpose of this contract is to provide County with an outlet for solid waste materials disposal. County, in its sole discretion, may determine which items, if any, will be tendered to Bidder of disposal.

3. Bidder will accept solid waste from the following location: Precinct No.1, Sunset Park. A copy of Bidder's permit(s) for operation of a Type 1 solid waste facility at such location(s) is attached hereto as Exhibit "C" (part of Insurance Requirements). Bidder will not accept "Special Waste," as that term is defined in 30 T.A.C. ' 330.2. Upon receipt and acceptance of the waste from Precinct No. 1, Sunset Park title to such waste will be transferred to Bidder, and Bidder will be solely and exclusively responsible for the disposal of such waste in accordance with all applicable laws and regulations. Bidder agrees, by accepting waste from County hereunder, that such waste is of a class or type which Bidder may dispose in its permitted facilities in compliance with its permit and applicable laws and regulations.

4. Bid will be based on a low bid per-ton-of-loose-waste-basis.

5. Landfill and/or Transfer Station facility site must be within a fifteen (15) mile radius from Sunset Park.

6. Location of landfill and/or Transfer Station site and related incremental hauling costs to the County will be a considering factor in determining the lowest and best bid. In addition, the County may, in its descretion, elect in award separate contracts for landfill access service for one or more precincts.

7. Bidder acknowledges that County is the operator of one or more landfill sites in Hidalgo County, which do not possess a Type 1 permit. The purposes of this Agreement are to provide County with an outlet for solid waste materials disposal. County, by its execution of this Agreement, does not represent that it will deliver any waste to Bidder

8. This Agreement is for the acceptance and disposal of solid waste materials for Precinct No. 1, Sunset Park only. Delivery of solid waste materials to such location shall be at the sole cost and expense of Precinct No. 1.

III. TERMS AND CONDITIONS:

1. Contract term will be for one (1) year of services on **"As Needed Basis" only** with the County's option to renew for two (2) additional one (1) year terms, under the same rates terms and conditions.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same terms and conditions, at the end of the contract term for unforeseen delay in award of new bid for next contract term.

3. All applicable forms in this packet must be filled out in its entirety and submitted with bid response. Incomplete sections may be considered for probable cause of disqualification and/or non-compliance

4. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

5. Any contract awarded to a successful bidder will be in effect until: (a) the contract expires, (b) delivery and acceptance of products and/or performance of service ordered, (c) terminated by County with thirty (30) days written notice prior to cancellation.

6. The successful bidder shall furnish proof of insurance in at least the following limits, to be in place prior to providing any services under any contract awarded pursuant to these Specifications/Requirements and to continue at all times in force in effect during the term of any such contract.
    a) a $500,000 general liability policy with limits of at least $100,000/3000,000 in accordance with the Texas Tort Claims Act;
    b) Workers compensation insurance as required by applicable law;
    c) Certificates of insurance shall be submitted to the County for approval prior to the award and execution of any contract pursuant hereto;
    d) Each policy of insurance required hereunder shall extend for a period equivalent to the term of a contract entered into pursuant to these Specifications, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County Judge prior to the cancellation of any such coverage on the termination date or otherwise, and
    e) Any contract award pursuant hereto shall provide that is shall automatically suspend upon the cancellation of other termination of any required policy of insurance hereunder.

7. The successful bidder will indemnify and hold harmless the County, and its officers, officials, employees, agent and attorneys for any and all claims and expenses arising out of or in any way related to the performance of the contract awarded pursuant hereto.

8. Hidalgo County reserves the right to award the lowest qualified bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in its best interest to do so.

9. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

10. The successful bidder shall not deliver products or provide services without a Hidalgo County Purchase Order, signed by an authorized agent of the Hidalgo County Purchasing Department.

11. **All cost and expenses associated with the preparation and submission of (bids, proposals, statements of qualifications (RFQ) and quotes shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.**

ADDITIONAL INFORMATION:

1) Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, Attn: Sandy Suarez, 2812 South Business Hwy. 281, Edinburg, Tx 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

2) ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE to (956) 292-7612 and/or e-mail to sandy.suarez@co.hidalgo.tx.us by no later than Wednesday, **November 12, 2014 by 5:00 p.m.** Responses to said inquiries will be sent to all applicants via facsimile by no later than **Friday, November 14, 2014 by 5:00 p.m.**

EXHIBIT "B"

BID PAGE

Hidalgo County Precinct No. 1

"Disposal of Solid Waste Received at Precinct No. 1- Citizen Collection Stations to Transfer"

Bid No.: 2014-374-11-19-SGS

INFORMATION TO BIDDERS:

Location of landfill site and related incremental hauling costs to County may be considered in determining the lowest and best bid. In addition, the County may, in its discretion, elect in awarding separate contracts for Disposal of Solid Waste services for one or more precincts.

Price per Ton: _____

Texas Commission on Envionmental Quality Flow Charge: _____

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE ☐ OCCUR ■ OWNER'S & CONT PROT OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE $ FIRE DAMAGE (Any one fire) $ MED EXP (Any one person) $ PERS & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT $ OTHER THAN AUTO ONLY EA ACC $ AGG $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE $ AGGREGATE $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER E.L. EACH ACCIDENT $ E.L. DISEASE-EA EMPLOYEE $ E.L. DISEASE-POLICY LIMIT $
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioner's Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioner's Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity — Date

Adopted 06/29/2007

(Copy of receipt and this form must be submitted with bid)

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
Thru Facsimile: (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify** **State Identification No.**_____ **(Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ **Date:**_____ **Other:**
Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify**
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** _____**Disadvantaged Business (At Least 51% Ownership)** ☐ Less than 125,000 annual gross receipt ☐ Less than 250,000 annual gross receipt ☐ Less than 499,000 annual gross receipt ☐ More than 500,000 annual gross receipt ☐ Black American ☐ Hispanic American ☐ Asian Pacific American ☐ Native American ☐ Women ☐ Other
Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No **Indicate Certification No.(s):**_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No
What type of product(s) is/are solicited by your company? **Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):** **Date Forwarded Information to Auditor's Office:**_____**Entry Date:** _____ **Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

Employer identification number
☐☐ - ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

(THIS PAGE MUST BE SUBMITTED WITH BID)

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-14-374-00-00-SGS

THIS CONTRACT is made and entered into this ____ **D**ay of_____, **2014** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____("Company").

WHEREAS, Company responded to advertised notices for bids for **"Disposal of Solid Waste Received at Precinct No. 1 Citizen Collection Stations",** as more particularly described in Exhibit "A" (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year effective _____, **2014** and ending on _____, **2015.** Hidalgo County may at its sole discretion elect, to extend the term of this Contract for two (2)-one (1) year terms at the same rates, terms and conditions and may further extend this Contract an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the

operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is

an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
304 W. University Drive
Edinburg, Texas 78539

If to Company _____
_____
_____

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be co strued as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days written notice by County.

16. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

18. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable 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 Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

19. **Immunities**: Nothing in this Agreement is intended to a and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

WITNESS our hands in duplicate originals this_____ day of _____, 2014.

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:_____

By:_____

Printed Name:_____

Title:_____

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

APPROVED BY COMMISSIONES COURT:_____

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCURMENT PACKET

EXHIBIT "B"
VENDOR'S BID

EXHIBIT "C"
INSURANCE REQUIREMENTS

EXHIBIT "B"
VENDOR'S BID

EXHIBIT "B"

BID PAGE

Hidalgo County Precinct No. 1

"Disposal of Solid Waste Received at Precinct No. 1- Citizen Collection Stations to Transfer"

Bid No.: 2014-374-11-19-SGS

INFORMATION TO BIDDERS:

Location of landfill site and related incremental hauling costs to County may be considered in determining the lowest and best bid. In addition, the County may, in its discretion, elect in awarding separate contracts for Disposal of Solid Waste services for one or more precincts.

OPENED
11/19/14
9:45am
Witnessed

Price per Ton: $35.55

Texas Commission on Envionmental Quality Flow Charge: Included above

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: Republic Services

ADDRESS: 9402 West Expressway 83

CITY/STATE/ZIP CODE: Harlingen, TX 78552

PHONE & FAX NO'S: (956)392-7012 ph (956)428-2045 fax

CELLULAR NO: (956)495-4236

E-MAIL ADDRESS: jdeicla@republicservices.com

AUTHORIZED SIGNATURE: Jon M. Deicla

PRINTED NAME: Jon Deicla

TITLE General Manager

EXHIBIT "C"
INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/l 26/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT:I ft he certificate holder is an ADDITIONAL INSURED, the policy(ies)m ust be endorsed. IfS UBROGATION IS WAIVED, subjectt o the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
CANNON COCHRAN MANAGEMENT SERVICES, INC.
17015 N. SCOTTSDALE RD.
SCOTTSDALE, AZ 85255

CONTACT NAME:
PHONE (A/C No.Ext): FAX (A/C No.Ext):
E-MAIL ADDRESS:certificateteam@ccmsi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ACE American Insurance Company	22667
INSURER B: Indemnity Insurance Company of NA	43575
INSURER C: ACE Fire Underwriters	20702
INSURER D: Illinois Union Insurance Company	27960
INSURER E: National Liability & Fire Insurance Co	20052
INSURER F: ACE Property & Casualty Insurance Co	20699

INSURED
REPUBLIC SERVICES, INC.
18500 N. ALLIED WAY
PHOENIX, AZ 85054

COVERAGES **CERTIFICATE NUMBER: 422259** **REVISION NUMBER: 1**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PROJECT [ ] LOC			HDO G27335573	06/30/2014	06/30/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS -COMP/OP AGG	$ 5,000,000 $ 5,000,000 $ 5,000,000 $ 5,000,000 $ 5,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [X] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			ISA H08827084	06/30/2014	06/30/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY(Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes,d escribe under DESCRIPTION OF OPERATIONS below	N/A		WLR C48013715 - AOS WLR C48013727 - CA/MA/OR SCF C48013739 - WI WCU C48013740 - OH XS TNS C47870082 - TX NS XS	06/30/2014 06/30/2014 08/30/2014 06/30/2014 06/30/2014	08/30/2015 06/30/2015 06/30/2015 06/30/2015 06/30/2015	[X] WC STATU-TORY LIMITS [ ] OTHER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE -POLICY LIMIT	 $ 3,000,000 $ 3,000,000 $ 3,000,000

DESCRIPTION OF OPERATIONS /L OCATIONS /V EHICLES (Attach ACORD 101, Additional Remarks Schedule,I f more space is required)
Division Number:4 863 - Named Insured Includes:B FI Waste Services of Texas,L P - Dba: Allied Waste Services of Rio Grande Valley - Brownsville Satellite

CERTIFICATE HOLDER

HIDALGO COUNTY PURCHASING DEPARTMENT
2802 S BUSINESS HIGHWAY 281
EDINBURG, TX 78539
United States

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
		REPUBLIC SERVICES,I NC. 18500 N.A LLIED WAY PHOENIX, AZ 85054
POLICY NUMBER See First Page		
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract.A s used below,t he term certificate holder also includes any person or organization that the insured has become obligated to include as a resulto fa n executed contracto r agreement.

GENERAL LIABILITY:
Certificate holder is Additional Insured when required by written contract.
Coverage is primary and non-contributory when required by written contract.
Waiver ofS ubrogation in favor oft he certificate holder is included when required by written contract.

AUTO LIABILITY:
Certificate holder is Additional Insured when required by written contract.
Waiver ofS ubrogation in favor oft he certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:
Waiver ofS ubrogation in favor oft he certificate holder is included when required by written contract where allowed by state law.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:
Republic Services,I nc. and its subsidiaries are registered non-subscribers to the Texas Workers Compensation Act.R epublic Services, Inc.h as filed an approved Indemnity Plan with the Texas Departmento f Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas.T he excess policy (#TNS C47870082) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability coverage form.T he General Liability policy does notc ontain an endorsemente xcluding Contractual Liability.

Separation ofI nsured (Cross Liability) coverage is provided to the Additional Insured,w hen required by written contract,p er the Conditions oft he Commercial General Liability Coverage form.

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Zimbra **evangelina.garcia@co.hidalgo.tx.us**

RE: Contract Review-C-14-374-12-16-Disposal of Solid Waste Received at Pct. 1

From : Steve Crain <scrain@atlashall.com> Sat, Dec 06, 2014 04:29 PM

Subject : RE: Contract Review-C-14-374-12-16-Disposal of Solid Waste Received at Pct. 1

To : 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>

The contract is fine.

-----Original Message-----
From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Saturday, December 06, 2014 11:48 AM
To: Steve Crain
Cc: Martha Salazar; Sandra Suarez
Subject: Contract Review-C-14-374-12-16-Disposal of Solid Waste Received at Pct. 1

Mr. Crain;
Attached for your reviw for approval is the contract with Republic Services,Inc. for the "Disposal of Solid Waste Received at Precinct No.1" project so as to attempt to proceed with an agenda item for December 16, 2014.

Appreciate your help as always. Have a good weekend.

Respectfully;

Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 785339
Email: evangelina.garcia@co.hidalgo.tx.us
Phone: 956-292-7000-Ext. 4856

AI -47547 **Purchasing Department** **24. C. 2.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Oscar Garza,
PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval of Purchase for Pct. #1:
One (1) New 2015 Peterbilt 348 Series Dump Truck with standard equipment including additional equipment/options with a total of $121,449.00 through the County's membership/participation with (TASB)-Buyboard awarded vendor Rush Truck Center w/contract #430-13 which includes delivery, fee's and any other appurtenances as may be needed for project #14-417-OGG.

BACKGROUND

Unit is in stock and ready for delivery upon approval from Commissioners Court and issuance of purchase order.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1345-431-00-121-041-0-742

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

BUDGETARY IMPACT:

Funds available pending CC approval of AI-47648.

Attachments

Price Verification

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/03/2014 04:10 PM
Budget & Management	Veronica Ortiz	12/04/2014 08:36 AM
Glinda Pacheco	Glinda Pacheco	12/12/2014 01:26 PM
Auditor's Office	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Oscar Garza		Started On: 11/24/2014 03:37 PM
Final Approval Date: 12/12/2014		

REVIEWED
By Oscar Garza at 11:57 am, Nov 19, 2014

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE
BUYBOARD

Vendor	*RUSH TRUCK CENTER*	Date Prepared	*11/12/2014*
Contact for Vendor:	*DREW NEUBAUER*	Phone 830-626-5254	
End User:	*County of Hidalgo PCT. 1*		
End User Contact:	***Raul Lozano***	Phone/Fax	*(956) 968-8733*
Product Description:	***Peterbilt 348***		

A: Base Price in Bid/Proposal Number:	**430-13**	Series:	2015 Model	**348**	$71,360.00

B: Published Options(*Itemize Below*)

	DESCRIPTION	AMOUNT
Peterbilt	Dana Spicer DSP41 40,000 LB	$ 8,039.00
Peterbilt	Diff Lock Both Axles	$ 2,099.00
Peterbilt	Peterbilt Air Trac Suspension	$ 2,201.00
Peterbilt	Paccar PX-9 350@2200	$ 3,407.00
Peterbilt	Allison 3000 RDS-P Transmission	$ 9,681.00
Peterbilt	3/4 Length Steel Inner liner EOF	$ 1,227.00
Subtotal Column 1:	$ 26,654.00	

OPT #	DESCRIPTION	AMOUNT
Peterbilt	Cab Mate Cab Air Suspension	$ 766.00
RTC-0003	13' Dump	$ 17,538.00
RTC-0050	Dump Prep Package	$ 3,393.00
RTC-0051	Rush Care Package	$ 1,236.00
RTC-1059	Lot Insurance	$ 1,080.00
RTC-1060	Floor Plan Interest	$ 560.00
Subtotal Column 2:	$ 24,573.00	

Published Options added to Base Price(*Subtotal of "Col 1" & "Col 2"*)	$ 51,227.00
C: Subtotal of A + B	$122,587.00
D: Non Published Options	
16-18 Cu. Yd. Dump with Options -$1,538.00	
Subtotal Column 1: -$1,538.00 / Subtotal Column 2: $ -	
Unpublished Options added to Base price (*Subtotal "Col 1 + Col 2"*)	-$1,538.00
E: Contract Price Adjustment (*If any, explain here*)	
F: Total of C + D +/- E	$ 121,049.00
G: Quantity ordered Units: 1.00 x F	$ 121,049.00
H: BUYBOARD Administrative Fee %	$ 400.00
I: Non-Equipment Charges & Credits (*I.e.: Ext. Warranty, Trade-In, Delivery, etc.*)	$ -
J: TOTAL PURCHASE PRICE INCLUDING (G+H+I)	$121,449.00

Shopping Cart

Vendor	Description	Part Number	Price	Qty	Total
Rush Truck Centers of Texas	Peterbilt Model 348. Conventional cab, PACCAR PX8, 240-330 HP, 3000 RDS transmission, front axle weight 10000-20000lbs, rear axle weight 21000-46000lbs, 26000 GVWR, 108" BBC, complete with all manufacturer's standard equipment. Line Item 258	348	$71,360.00	1	$71,360.00
				Grand Total:	**$71,360.00**

Peterbilt
TRUCK CENTER

BuyBoard® Cooperative Purchasing

P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

RECEIVED
By Oscar Garza at 2:26 pm, Dec 11, 2013

November 6, 2013

Sent Via E-mail: neubauerd@rushenterprises.com

Drew Neubauer
Rush Truck Centers of Texas
555 I.H. 35 South Suite 500
New Braunfels, TX 78130

Proposal Name & Number: Vehicles/Heavy Duty Trucks, Options/Repairs, Service & Labor #430-13

Congratulations, your company has been successful on the above referenced proposal! This contract will be effective December 1, 2013. The contract documents are those identified in Section 3 of the General Terms and Conditions of the specifications.

To see the items your company has been awarded, please review the proposal tabulation #430-13 on the following web-site: www.vendor.buyboard.com. Only items marked as awarded to your company can be sold through the BuyBoard contract. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative.

Attached to this letter you will find the following documents:

Vendor Quick Reference Sheet
Electronic Catalog Format Instructions
Vendor Billing Procedures

Receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative. Accepting orders directly from member entities may result in a violation of the State of Texas competitive bid statute and cancellation of the proposal award therefore all orders must be processed through the Cooperative in order to comply. We request your assistance in immediately forwarding by fax (1-800-211-5454) to the cooperative any orders received directly from member entities. If by chance an order sent directly to you has been unintentionally processed, please fax it to the Cooperative (1-800-211-5454) and note it as **RECORD ONLY** to prevent duplication.

Per proposal specifications, awarded vendors will have 60 days to submit their electronic catalog including pricing. If the electronic data is not provided within 60 days of notice of award, we reserve the right to inactivate any company's award information from the BuyBoard until such time the electronic data is received.

On behalf of the Texas Association of School Boards, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact Arturo Salinas at 800-695-2919 ext. 6200.

Sincerely,
Melonie Perry
Melonie Perry
Bid Administrator

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Vendor Contract Information

Proposal Document | Back

Search:

- All
- Vendor Discounts Only
- Catalog Pricing Only

Refine Your Search:

Vendors
Rush Truck Centers of Texas[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Instructional Materials

Additional Resources

Vendor Name:	Rush Truck Centers of Texas
Address:	555 I.H. 35 South Suite 500 New Braunfels, TX 78130
Phone Number:	(830) 626-5254
Email:	neubauerd@rushenterprises.com
Federal ID:	74-2786264
Contact:	Drew Neubauer
Accepts RFQs:	Yes
Minority Owned Vendor:	No
Women Owned Vendor:	No
Contract Name:	Vehicles, Heavy Duty Trucks & Options
Contract#:	430-13
Effective Date:	12/01/2013
Expiration Date:	11/30/2016
Service Fee:	Purchase order subject to a $400 service fee
Payment Terms:	Net 30 days
Delivery Days:	90
Shipping Terms:	Pre-paid and added to invoice
Freight Terms:	FOB Destination
Ship Via:	Common Carrier
Region Served:	All Texas Regions
States Served:	All States
Extended Exceptions:	Rush Truck Centers of Texas's Extended Exceptions
Additional Info:	NOTE: As per the specifications for BuyBoard Proposal No. 430-13, and except for deliv fees as explained below, all vehicle fees (i.e. pre- deliver inspection, make ready, State Texas inspection, manufacturer destination fees, etc.) charged for any purchase from th contract are included in the awarded vehicle base price(s). Vehicle fees not included in t price(s) are not allowed and should not appear on the awarded dealer's quote for a vehi offered for purchase under the contract. The Cooperative service fee is not a "vehicle fe is not included in the base pricing. Only those vendors whose awarded pricing is stated BuyBoard on a per mile basis may charge a vehicle delivery fee. The above information been communicated to Cooperative members.
Quote Reference Number:	430-13
Additional Dealers:	See Extended Exceptions for dealer list.
Regulatory Notice:	**Click to view Bonding Regulatory Notice**

Contact us 800-695-2919

PETERBILT
VMXXR036-1
UNIT TYPE 2

CHASSIS FINAL BILL
FOR VIN 2NP3LJ9X9FM292150
OF FLEET 292150 THRU 292151

AS OF 10/14/14

DEALER CODE - S046
NAME AND ADDRESS
RUSH PBLT TRUCK CENTERS

4700 N. CAGE STREET

PHARR TX 78577

CUSTOMER NO - S8Y7
SO TX 348

DATES
REQ DELV 10/27/14

DELIVERY 10/14/14
PRIC EFF 10/14/14

PREVIOUS CHASSIS NO.

THE FOLLOWING LIST DESCRIBES ALL COMPONENTS USED FOR THIS CHASSIS

DIMENSIONS AND WEIGHTS FOR THE ENTIRE ORDER ARE STATED IN CUSTOMARY.

APPLICATION

COMMODITY HAULED 0091200 OTHER COMMODITY

INTENDED SERVICE 0093020 TANKER, LIQUID BULK

BODY

BODY TYPE 0095150 TANK

BODY LENGTH 288.00 IN BODY HEIGHT 102.00 IN
MAX LADEN WEIGHT 1000.00 LBS

TRAILER

TRAILER TYPE

TRAILER LENGTH .00 FT TRAILER HEIGHT .00 FT
KINGPIN .00 IN CTR LINE AXLE GRP .00 IN
CORNER RADIUS .00 IN NO TRAILER AXLES 00

OPERATING AREA RESTRICTIONS

LENGTH 65.00 FT WIDTH 102.00 IN HEIGHT 13.50 FT
**** DEALER ASSIGNED:

CHASSIS

FRONT AXLE LOAD 14600.00 LBS REAR AXLE LOAD 40000.00 LBS GCW 54600.00 LBS
WHEELBASE 208.00 IN FAX/BOC 69.80 IN CAB/AXLE 138.20 IN
CAB/EOF 198.20 IN MAXIMUM GRADE 06 PERCENT HIGHWAY 100 % CLASS B 000
% CLASS C 000
% CLASS D 000

CHASSIS FINAL BILL
FOR VIN 2NP3LJ9X9FM292150
UNIT TYPE 2 OF FLEET 292150 THRU 292151

SPECIAL REQUIREMENTS
SPECIAL RESTRICTIONS 0098170 UNITED STATES REGISTRY

ENGINEERING ASSIGNED RATINGS

GAWR FRONT:	14,600.00 LBS		
GAWR FIRST INTER	20,000.00 LBS	SECOND INTER	20,000.00 LBS
GAWR REAR:	0.00 LBS		
GVWR:	54,600.00 LBS		

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
	BASE MODEL			
0003481	MODEL 348 MEDIUM DUTY	P	91,932	10,694
	FRAME AND EQUIPMENT			
0515020	10-5/8" STEEL RAILS 286-325" 5/16" RAIL THICKNESS	P		
0601620	3/4 LENGTH STEEL INNER LINER EOF USE W/10-1/2, 10-3/4, 10-5/8" RAILS	P	1,227	591
0612230	CUSTOM WHEELBASE OR OVERHANG	P		
0613090	THREE-PIECE CROSSMEMBERS	P		
0644090	EOF SQUARE WITHOUT XMBR USE WITH BODY BUILDER INSTALLED XMBR	P		
0651090	OMIT REAR MUDFLAPS & HANGERS	P		
	FRONT AXLE AND EQUIPMENT			
1011350	DANA SPICER E1462I 14,600 LB 3.5" DROP	P		
1112150	TAPER LEAF SPRINGS, SHOCKS 14,600 LB	P		
1233050	POWER STEERING TRW TAS85	P		
1250180	POWER STEERING RESERVOIR, FRAME MOUNTED	P		
1353500	PHP10 ALUMINUM LMS HUBS	P		
1380260	BENDIX AIR CAM FRONT DRUM BRAKES 16.5X5 10,000-14,600 LB STEER AXLES	P		
	REAR AXLE AND EQUIPMENT			
1523300	DANA SPICER DSP41 40,000 LB	P	8,039	2,125
1616230	PHP10 IRON LMS HUBS	P		
1631310	PARKING BRAKES (AXLE PACKAGE)	P		
1672630	DIFF LOCK BOTH AXLES	P	2,099	60
1680000	OPTIONAL LONGER STUDS FOR HUB PILOTED WHEEL SYSTEMS	P		
1680500	SBM VALVE	P		
1680950	STABILITY SYSTEM NOT SELECTED OR NOT AVAILABLE	P		
1682430	ANTI-LOCK BRAKING SYSTEM (ABS) 4S4M	P		
1684200	SYNTHETIC AXLE LUBRICANT ALL AXLES	P		
1687010	BENDIX AIR CAM REAR DRUM BRAKES 16.5X7	P		
1687348	TANDEM DRIVE AXLE (MODEL 348)	P		
1705290	RATIO 5.29 REAR AXLE	P		
1821800	PETERBILT AIR TRAC 40,000 LBS, 52" AS LIGHT WEIGHT	P	2,201	470

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
1922260	DASH MTD DUMP SWITCH WITH INDICATOR LIGHT FOR SUSPENSION	P		
	ENGINE AND ENGINE EQUIPMENT			
2074505	PACCAR PX-9 350@2000 GOV@2200 1000@1400 (2013 EMISSIONS)	P	3,407	0
	10/29/12: D-365-382 PER TSB 12-60 (FJJ)			
2091305	ENGINE IDLE SHUTDOWN TIMER ENABLED	P		
2091315	ENABLE EIST AMBIENT TEMP OVERRULE	P		
2091372	EFF EIST NA EXPIRATION MILES	P		
2091640	EFFECTIVE VSL SETTING NA	P		
2140200	CARB ENGINE IDLING COMPLIANCE	P		
N2132	N205 120...STANDARD MAXIMUM SPEED LIMIT			
N2133	N207 0.....EXPIRATION DISTANCE (N207)			
N2134	P005 120...HARD MAXIMUM SPEED LIMIT (P1			
N2135	P001 64....MAXIMUM ACCELERATOR PEDAL VE			
N2136	P110 0.....ACCELERATOR LOWER DROOP (P11			
N2137	P059 64....MAXIMUM CRUISE SPEED (P059)			
N2138	P111 0.....CRUISE CONTROL LOWER DROOP (			
N2140	N203 252...RESERVE SPEED FUNCTION RESET			
N2141	N202 0.....MAXIMUM CYCLE DISTANCE (N202			
N2142	N206 10....MAXIMUM ACTIVE DISTANCE (N20			
N2143	N201 0.....RESERVE SPEED LIMIT OFFSET (			
N2144	P015 NO....ENGINE PROTECTION SHUTDOWN (			
N2145	P026 NO....GEAR DOWN PROTECTION (P026)			
N2146	P046 1400..MAX PTO SPEED (P046)			
N2147	P062 NO....CRUISE CONTROL AUTO RESUME (			
N2148	P068 NO....AUTO ENGINE BRAKE IN CRUISE			
N2150	N209 0.....EXPIRATION DISTANCE (N209)			
N2151	P520 YES...ENABLE IDLE SHUTDOWN PARK BR			
N2152	P030 5.....TIMER SETTING (P030)			
N2153	P233 YES...ENABLE IMPENDING SHUTDOWN WA			
N2154	P234 60....TIMER FOR IMPENDING SHUTDOWN			
N2155	P516 35....ENGINE LOAD THRESHOLD (P516)			
N2157	P031 NO....IDLE SHUTDOWN MANUAL OVERRUL			
N2159	P230 YES...ENABLE HOT AMBIENT AUTOMATIC			
N2161	P172 40....LOW AMBIENT TEMPERATURE THRE			
N2162	P173 60....INTERMEDIATE AMBIENT TEMPERA			
N2163	P171 80....HIGH AMBIENT TEMPERATURE THR			
2513760	PACCAR 130 AMP ALTERNATOR, BRUSHLESS VOLTAGE REGULATOR	P		
2522050	PACCAR STARTER 12V	P		
2538020	2 PACCAR PREMIUM 12V DUAL PURPOSE BATTERIES, 1400 CCA	P		
2539090	BIG SWITCH BATTERY DISCONNECT MOUNTED ON BATTERY BOX	P		
2621000	2-SPEED FAN CLUTCH FOR FREQUENT START/STOPS	P		
2723210	18.7 CFM AIR COMPRESSOR	P		
2922720	SPIN-ON FUEL FILTER FRAME MTD, UNHEATED	P		
3010400	ENGINE PROTECTION SHUTDOWN W/DASH LABEL (LABEL N/A PX ENGINES)	P		

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
3114270	HIGH EFFICIENCY COOLING SYSTEM	P		
3211120	RADIAL SEAL, DRY TYPE AIR CLEANER FRONTAL AIR INTAKE	P		
3365040	EXHAUST SINGLE RH SIDE OF CAB DPF/SCR RH UNDER CAB	P		
3381770	CURVED TIP STANDPIPE(S)	P		
3387870	24" HT, 5" DIA STANDPIPE(S) CHROME WITH CLEAR COAT	P		
	TRANSMISSION AND CLUTCH			
4052110	ALLISON 3000 RDS-P TRANSMISSION, GEN 5 RUGGED DUTY SERIES	P	9,681	110
N4050	ALLISON SCAAN #245576. STALL TURBINE			
N4051	TORQUE = 1600, CONVERTER STALL TORQUE			
N4052	RATIO = 2.020.			
4210080	1710 HD DRIVELINE, 1 MIDSHIP BEARING	P		
4250160	ALLISON WORLD TRANS PRIMARY SHIFT SCHEDULE 1	U		
4250420	ALLISON 5TH GEN RDS, PKG 223 3000, 3500, 4000, 4500, 4700 TRANS	U		
4256480	TC-419 TORQUE CONVERTER ALLISON TRANSMISSION	U		
4256640	ALLISON 6-SPEED CONFIGURATION 3000 SERIES TRANS, CLOSE RATIO GEARS	P		
4256920	DASH MOUNTED PUSH BUTTON SHIFTER	P		
4256940	ALLISON LOAD BASED SHIFT SCHEDULE ***NLA*** SCHED 11/17/14 REPL W/4250670	U		
	AIR AND TRAILER EQUIPMENT			
4510750	BENDIX AD-IS AIR DRYER W/HTR	P		
4520420	BERG PULL CORDS - ALL AIR TANKS	P		
4540420	NYLON CHASSIS HOSE	P		
4543320	STEEL PAINTED AIR TANKS	P		
4543430	CLEAR OUTSIDE FRAME OF ALL AIR SYSTEM COMPONENTS LH BOC	P		
4543440	CLEAR OUTSIDE FRAME OF ALL AIR SYSTEM COMPONENTS RH BOC	P		
4611930	BODY CONNECTIONS 5FT BOC	P		
	TIRES AND WHEELS			
5067950	FF: BR 16PLY 12R22.5 R250F **NLA** REPLACE W/5069770 AFT 01/19/15 PART: BR12R225HR250F FET: 74	U		
5166250	RR: BR 16PLY 255/70R22.5 M726 PART: BR255/70R225HM726 FET: 152	P		
5190008	CODE-REAR TIRE QTY 08.			
5210600	FF: ACC STL ARMOR 50291PK 22.5X8.25 HEAVY DUTY	P		
5310600	RR: ACC STL ARMOR 50291PK 22.5X8.25 HEAVY DUTY	P		
5390008	CODE-REAR RIM QTY 08.			

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
	FUEL TANKS			
5534100	23" ALUM 70 GAL FUEL TANK LH U/C NON-SLIP FUEL TANK STEP LH U/C	P		
5602070	LOCATION LH UNDER CAB 070 GAL.			
5652880	DEF TANK MOUNTED RH BOC	P		
5655019	DEF TANK SMALL	P		
	BATTERY BOX AND BUMPER			
6010780	ALUMINUM SPACE SAVER BATTERY BOX RH BOC BATTERY ACCESS FROM SIDE	P		
6040550	DPF CAB ENTRY ALUMINUM NON-SLIP STEP RH U/C	P		
6121190	STEEL STYLED AERO BUMPER PTD BLACK 2 TOW PINS	P		
	CAB AND EQUIPMENT			
6510110	ALUM CAB 108" BBC METTON HOOD W/BRIGHT FINISH CROWN	P		
6540120	SEVERE SERVICE CAB PACKAGE #1 INCLUDES ALUM SIDE SKINS, ALUM REAR	P		
6540160	THERMAL INSULATION PACKAGE IN CAB	P		
6911700	PETERBILT ULTRARIDE DRIVER SEAT	P		
6921700	PETERBILT ULTRARIDE PASSENGER SEAT	P		
6939400	AIR RIDE DRIVER	P		
6939420	HIGH BACK DRIVER	P		
6939470	VINYL DRIVER	P		
6939510	NON-AIR RIDE PASSENGER	P		
6939520	HIGH BACK PASSENGER	P		
6939570	VINYL PASSENGER	P		
7000015	ADJUSTABLE STEERING COLUMN - TILT ONLY	P		
7001620	STEERING WHEEL WITH PETERBILT LOGO	P		
7036120	INTERIOR GREY / BLACK	P		
7210540	DAY CAB REAR WINDOW	P		
7230060	ONE-PIECE CURVED WINDSHIELD	P		
7322010	COMBO FRESH AIR HEATER/AIR CONDITIONER	P		
7410040	OUTSIDE SUNVISOR - STAINLESS STEEL	P		
7510010	STNLS STL MIRRORS 7"X16"	P		
7560850	(2) CONVEX 8" SS MIRROR, CNTR MTD UNDER MIRROR BRKT; INCLUDES DUAL DOOR STOPS	P		
7610470	(1) AIR HORN 24.5" CHROME - ROUND INCLUDES POLISHED HORN SHIELD	P		
7725710	STANDARD SPEAKER PACKAGE FOR CAB (2) SPEAKERS	P		
7725715	CONCERTCLASS W/O CD, INCLUDES BT PHONE & AUDIO, AM/FM, WB, USB AND MP3	P		
7851480	PB ELEC WINDSHIELD WIPERS W/INTERMITTENT FEATURE	P		
7851780	CABMATE CAB AIR SUSP	P	766 ✓	15
7900090	TRIANGLE REFLECTOR KIT SHIP LOOSE	P		

CODE	DESCRIPTION			PUB CD	PRICE	WEIGHT
7900270	5 LB 3A:40BC FIRE EXTINGUISHER CAB MTD			P		
7901130	BACKUP ALARM (107DB)			P		
8021380	AIR RESTRICTION INDICATOR MTD ON AIR CLEANER OR INTAKE PIPING			P		
8032420	BUZZER ON AIR SUSPENSION DUMP VALVE			P		
8071870	MAIN INSTRUMENTATION PANEL W/ GRAPHICS DISPLAY			P		
8111110	HEADLIGHTS COMPOSITE FENDER MOUNTED INTEGRAL PARK, TURN, & SIDE MARKER			P		
8120980	(5) MARKER LIGHTS, AERO LED			P		
8133960	DAYTIME RUNNING LIGHTS REQUIRED ON ALL CANADIAN VEHICLES			P		
	PAINT					
8530340	AXALTA SINGLE STAGE NON-METALLIC CAB/HOOD			P		
N8502	A -	N0006EA	WHITE			
N8520	FRAME	N0001EA	BLACK			
N8530	FENDER	N0006EA	WHITE			
N8540	HOOD TOP	N0006EA	WHITE			
N8550	CAB ROOF	N0006EA	WHITE			
N8570	BUMPER	N0001EA	BLACK			
	MISCELLANEOUS					
9490091	APPLICATIONS CONTACT: CALEB DURANT (940) 566-7888			U		
N9994	EMAIL: HEDFELTT1@RUSHENTERPRISES.COM					
N9995	CELL PHONE: 956-522-3022					
N9996	SALESPERSON ID: THEODOREHEDF					
N9997	DEALER CONTACT					
N9998	NAME: TW HEDFELT PH:956-782-451					
N9999	CJD 08/20/14 OC005					
	** TOTAL ESTIMATED WEIGHT					14,504
	TOTAL LIST PRICE				125,476	
	BELOW CHARGES NOT INCLUDED IN TOTAL LIST PRICE					
	ADJUSTED LIST PRICE				125,476	
PROMOTION PROGRAM CODE	@ 0.00 %				0	
COMPETITIVE ALLOWANCE NO 01157137	@ 0.00 %				0	
	SURCHARGE/OPTIONS NO DISC					
9408905 - MEDIUM DUTY EMISSIONS SURCHARGE $7000					7,000	
TOTAL SURCHARGE/OPTIONS NOT SUBJECT TO DISC					7,000	
	OPTIONAL EXT WTY & PRV MNT					

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
9409959	2013 EPA EMISSIONS ENGINE WARRANTY ONLY		0	
TOTAL OPTIONAL EXT WTY & PRV MNT			0	
TOTAL TIRE FET INCLUDED -- AS PRODUCED			226	
MARKETING PROGRAMS AND PROMOTIONS			395	

** WEIGHT SHOWN HERE IS AN ENGINEERING ESTIMATE AND DOES NOT INCLUDE UNPUBLISHED OPTIONS. ACTUAL "SHIPPING" WEIGHT MAY VARY.

RECEIVED
By Oscar Garza at 2:25 pm, Dec 11, 2013

BODY MFGR	MODEL NAME	RUSH TRUCK CENTER OPTION NUMBER:	OPTION DESCRIPTION	OFFERED PRICE
RUSH TRUCK CENTERS OF TEXAS, L.P. OPTIONS AT NET COST PER PROPOSAL PAGE				
WARREN	DUMP BODY	RTC 0001	18' DUMP	$ 21,563
WARREN	DUMP BODY	RTC 0002	17' DUMP	$ 20,298
WARREN	DUMP BODY	RTC 0003	13' DUMP	$ 17,538
WARREN	DUMP BODY	RTC 0004	14' DUMP	$ 18,113
WARREN	WAR-10	RTC 0005	DEMO BODY	$ 20,125
WARREN	WAR-12	RTC 0006	DEMO BODY	$ 22,425
WARREN	WAR-13	RTC 0007	DEMO BODY	$ 22,713
WARREN	WAR-14	RTC 0008	DEMO BODY	$ 23,575
WARREN	TRASH BODY	RTC 0009	20'	$ 23,518
WARREN	TRASH BODY	RTC 0010	24'	$ 29,555
RUSH	FLATBED	RTC 0011	16'	$ 6,929
RUSH	FLATBED	RTC 0012	20'	$ 8,625
RUSH	FLATBED	RTC 0013	24'	$ 10,350
PRENTICE	TRASH LOADER	RTC 0014	MODEL 2124	$ 67,563
WARREN	TRASH TRAILER	RTC 0015	32' TRAILER	$ 71,300
RUSH	PUSH OUT TRAILER	RTC 0016	30' TRAILER	$ 84,525
RUSH	ROLLOFF	RTC 0017	60K	$ 33,063
RUSH	ROLLOFF	RTC 0018	70K	$ 35,708
RUSH	ROLLBACK TRAILER	RTC 0019	ROLL BACK TRAILER	$ 4,313
RUSH	SERVICE BODY	RTC 0020	SERVICE BODY	$ 25,358
RUSH	16' HIGH LIFT	RTC 0021	HIGH LIFT	$ 45,713
DRAGON	20YARD	RTC 0022	CONTAINER	$ 6,785
DRAGON	30 YARD	RTC 0023	CONTAINER	$ 7,130
DRAGON	40 YARD	RTC 0024	CONTAINER	$ 7,360
PALMER	TRAILER	RTC 0025	24' TRAILER	$ 48,875
PALMER	TRAILER	RTC 0026	28 ' TRAILER	$ 56,063
RUSH	PUP KIT	RTC 0027	PUP TRAILER PULL	$ 4,025
RUSH	TRACTOR PACKAGE	RTC 0028	FOR TRAILER PULL	$ 3,680
O'BRIAN	TARP	RTC 0029	ELECTRIC-DUMP	$ 2,151
O'BRIAN	TARP	RTC 0030	ROLLOFF	$ 9,143
O'BRIAN	TARP	RTC 0031	TRAILER	$ 10,580
O'BRIAN	TARP	RTC 0032	MANUAL FOR DUMPTRKS	$ 1,438
RUSH	HEAVY DUTY HOIST	RTC 0033	16'-24' FLAT BED BODIES	$ 5,693
RUSH	PTO	RTC 0034	AUTOMATIC TRANSMISSION	$ 2,156
RUSH	PINTLE HITCH	RTC 0035	FOR TRAILER PULL	$ 3,680
RUSH	TOOL RACK	RTC 0036	HOLDERS	$ 403
RUSH	ASPHALT CHUTE	RTC 0037	DUMP BODY	$ 863
RUSH	SIDE BOARDS	RTC 0038	STEEL	$ 863
RUSH	SIDE BOARDS	RTC 0039	WOOD	$ 518
		RTC 0040		
RUSH	LIFT AXLE	RTC 0041	13K NON-STEER	$ 9,775
RUSH	LIFTAXLE	RTC 0042	13K (Less Wheels & Tries)	$ 10,580
RUSH	LIFTAXLE	RTC 0043	20K (Less Wheels& Tires)	$ 10,235
RUSH	LIFTAXLE	RTC 0044	25K (Less Wheels& Tires)	$ 11,788
RUSH	STROBE LIGHTS	RTC 0045	AMBER	$ 431

BODY MFGR	MODEL NAME	RUSH TRUCK CENTER OPTION NUMBER:	OPTION DESCRIPTION	OFFERED PRICE
RUSH	STROBE LIGHTS	RTC 0046	LITE BAR	$ 1,725
RUSH	SEALED GATE	RTC 0047	DUMP BODY	$ 863
RUSH	VIBRATOR	RTC 0048	DUMP BODY	$ 2,588
RUSH	SHOP LABOR	RTC 0049	MOUNTING [Per Hour]	$ 95.00
RUSH	DUMP PREP PACKAGE	RTC 0050	DUMP PREP PACKAGE	$ 3,393
RUSH	P.D.I SERVICE PACK	RTC 0051	P.D.I. SERVICE PACK	$ 1,236
RUSH	SHOP LABOR	RTC 0052	PAINTING [Per Hour]	$ 95.00
RUSH	BODY PREP	RTC 0053	BODY PREPARATION PACKAGE	$ 2,438
WARREN	WSC5519	RTC 0054	CLASS 20 8'-11' BODIES	$ 4,025
WARREN	U50-717	RTC 0055	CLASS50 8'-9'	$ 4,370
WARREN	U60-823	RTC 0056	CLASS 50 9'-10' BODIES	$ 4,485
WARREN	U70-824	RTC 0057	CLASS 70 12' BODIES	$ 4,485
WARREN	U110-8824	RTC 0058	CLASS 110 13'-14' BODIES	$ 6,095
RUSH	DEF,FUEL, & WASH	RTC 0059	FUELING	$ 950.00
WARREN	T-10-585	RTC 0060	CLASS 70 10' BODIES	$ 4,370
WARREN	T-10-6385	RTC 0061	CLASS 90 10' BODIES	$ 4,485
WARREN	VTLW-6397	RTC 0062	CLASS 100 12' BODIES	$ 4,600
WARREN	VTLW-63110	RTC 0063	CLASS 110 13-14' BODIES	$ 4,888
WARREN	VTLW-63126	RTC 0064	CLASS 120 15-16' BODIES	$ 4,888
WARREN	VTLW-63142	RTC 0065	CLASS 120 17-18' BODIES	$ 5,175
WARREN	VTLW-74135	RTC 0066	CLASS 120 16-17' BODIES	$ 5,175
WARREN	VTLW-74167	RTC 0067	CLASS 120 18-19' BODIES	$ 5,693
RUSH	HEADACHE RACK	RTC 0068	ALUMINUM CAB PROTECTOR	$ 2,013
RUSH	EPORTAL LISTING	RTC 0069	ANNUAL SERVICE PACKAGE	$ 460
RUSH	10'	RTC 0070	10'	$ 6,095
RUSH	12'	RTC 0071	12'	$ 6,095
RUSH	14'	RTC 0072	14'	$ 6,900
RUSH	16'	RTC 0073	16'	$ 7,360
RUSH	18'	RTC 0074	18'	$ 8,050
RUSH	20'	RTC 0075	20'	$ 8,280
RUSH	22'	RTC 0076	22'	$ 8,970
RUSH	24'	RTC 0077	24'	$ 9,660
RUSH	16' Reefer Body	RTC 0078	Body and cooling unit	$ 30,959
RUSH	20' Reefer Body	RTC 0079	Body and cooling unit	$ 32,308
RUSH	24' Reefer Body	RTC 0080	Body and cooling unit	$ 34,997
RUSH	HEATED FLOOR	RTC 0083	HEATED FLOOR	$ 3,450
RUSH	STAKE SIDES FOR FLAT BEDS [Per Foot]	RTC 0084	STAKE SIDES FOR FLAT BEDS [Per Foot]	$ 127
RUSH	SAFETY CAGE	RTC 0085	FOR HIGH LIFT	$ 3,766
RUSH	APPROACH LADDER	RTC 0086		$ 748
RUSH	LUBE TRUCK	RTC 0087	BASIC 1K TANK BODY	$ 62,000.00

BODY MFGR	MODEL NAME	RUSH TRUCK CENTER OPTION NUMBER:	OPTION DESCRIPTION	OFFERED PRICE
Terex	TC65	RTC 1034	Non-Overcenter Material Handling Aerial Device- 70 ft working height	$ 124,165.00
Terex	C4045 TM	RTC 1035	Commander Center Mount Derrick with TM winch- Sheeve 45 ft	$ 126,298.75
Terex	C4045 PG	RTC 1036	Commander Center Mount Derrick with PG winch- Sheeve 45 ft	$ 125,422.50
Terex	C4047 TM	RTC 1037	Commander Center Mount Derrick with TM winch- Sheeve 47 ft	$ 129,090.00
Terex	C4047 PG	RTC 1038	Commander Center Mount Derrick with PG winch- Sheeve height 47'	$ 129,090.00
Terex	C4050 TM	RTC 1039	Commander Center Mount Derrick with TM winch- Sheeve height 50 ft	$ 138,856.25
Terex	C6054	RTC 1040	Commander Center Mount Derrick- Sheeve height 54 ft	$ 173,667.50
Terex	C6060	RTC 1041	Commander Center Mount Derrick- Sheeve height 60 ft	$ 173,667.50
Terex	General 65	RTC 1042	General Center Mount Derrick- Sheeve height 65 ft	$ 234,757.50
RUSH	REAR STEER APPLICATION	RTC 1043	REAR STEER FOR LOADER APPLICATION	$ 53,747.50
PAC-MAC	SHUTTLE LOADER	RTC 1044	SHUTTLE LOADER	$ 60,500.00
RUSH	CNG CONVERSION	RTC 1045	CUMMINS "L" only	$ 49,937.50
RUSH	FRAME CLEAN	RTC 1046	Clean Stock Frame for Body Install	$ 1,781.25
DICKSON	RUMBLER 6200	RTC 1047	Rumble Strip Machine	$ 244,375.00
MRL	PAINT STRIPER	RTC 1048	Paint Striper	$ 190,000.00
MRL	PAINT STRIPER	RTC 1049	Thermoplastic Paint Striper	$ 281,250.00
		RTC 1050	Sewer Unit	
Amthor	Septic Tank	RTC 1051	1250 Portable Restroom Tank	$ 32,990
Amthor	Septic Tank	RTC 1052	2000 Gallon Portable Restroom Tank	$ 34,990
Amthor	Septic Tank	RTC 1053	2500 Gallon Vacuum Tank	$ 34,950
Amthor	Septic Tank	RTC 1054	4000 Gallon Vacuum Tank	$ 39,990
Amthor	Propane Tank	RTC 1055	3499 Gallon Propane Tank	$ 55,950
CLS	Jetter Body	RTC 1056	2,000 Gallon Jetter Body	$ 81,500
VacCon		RTC 1057	Single Engine 11 CY Jetter/Blower w/ 80 gpm	$ 213,000
Rush	Ford Make Ready	RTC 1058	Dealer Prep / Make Ready	$ 200
Rush	Lot Insurance	RTC 1059	Lot Insurance	2% of sales price
Rush	Flooring	RTC 1060	Dealership Flooring	2% of sales price

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AI -47610 **Purchasing Department** **24. D. 1.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted For: Comm. H Palacios, HC-Pct. 2 **Submitted By:** Carlos Jasso, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Approve payment of Invoice #20142148 in the amount of $103,994.40 submitted for professional services rendered by TEDSI Infrastructure Group, under contract C-12-119-07-31 (WA# 3) in connection with Pct. 2 Dicker Road Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1315-431-00-122-062-0-841

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

BUDGETARY IMPACT:

Funding available through PO#701988 in the amount of $103,994.40.

Attachments

Invoice#20142148

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/03/2014 05:22 PM
Budget & Management	Veronica Ortiz	12/04/2014 08:46 AM
Glinda Pacheco	Glinda Pacheco	12/08/2014 03:52 PM
Auditor's Office	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Carlos Jasso		Started On: 12/01/2014 10:12 AM
Final Approval Date: 12/12/2014		

Project	2012-1118-03	Dicker Road PS&E			Invoice	20142148
Public Involvement (TEDSI)	15,886.00	70.00	11,120.20	11,120.20	0.00	
Public Involvement (RABA)	29,114.00	70.00	20,379.80	20,379.80	0.00	
Total Fee	1,033,645.00		808,280.03	704,285.63	103,994.40	
		Total Fee				**103,994.40**

Billing Summary	**Current**	**Prior**	**To-Date**
Total Billings	103,994.40	704,285.63	808,280.03
Total Fee			1,033,645.00
Remaining Fee			225,364.97

Total this Invoice **$103,994.40**

Outstanding Invoices

Number	**Date**	**Balance**
20142119	9/1/2014	172,021.97
Total		**172,021.97**

Total Now Due **$276,016.37**

PLEASE REMIT PAYMENT TO:
TEDSI Infrastructure Group, Inc.
738 Highway 6 South, Suite 430
Houston, Texas 77079

Authorized By: _____ Date: 11/21/14
Craig F. Stong, P.E.
Project Manager

HIDALGO COUNTY
PRECINCT NO. 2
2014 NOV 25 PM 12 31

PO # 701988
4-1315-431-00-122-062-0-841
Req # 24624

INVOICE RECEIVED BY: _____ ON 11/25/14
GOODS/SERVICES RECEIVED BY: _____ ON 10/1-10/31/14

TEDSI INFRASTRUCTURE GROUP
TEDSI
TBPE F-1640
Consulting Engineers
1201 East Expressway 83 • Mission, Texas 78572
Tel: (956) 424-7898
Fax: (956) 424-7022

November 21, 2014
Project No: 2012-1118-03
Invoice No: 20142148

Mr. Raul Silguero, Jr.
Hidalgo County Precinct No. 2
300 West Hall Acres
Suite G
Pharr, TX 78577

Project 2012-1118-03 Dicker Road PS&E

Contract No. C-12-119-07-31
P. O. Number 701988
Account No. 3-1315-431-00-122-062-0-841
Requisition No. 246219
Work Authorization No. 3

Professional Services from October 01, 2014 to October 31, 2014
Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
General Management (TEDSI)	33,120.00	80.00	26,496.00	23,184.00	3,312.00
Utility Coordination (TEDSI)	69,080.00	80.00	55,264.00	48,356.00	6,908.00
General PS&E (TEDSI)	83,250.00	80.00	66,600.00	58,275.00	8,325.00
Traffic Control Plan (TEDSI)	81,060.00	80.00	64,848.00	56,742.00	8,106.00
Roadway Detail (TEDSI)	168,935.00	80.00	135,148.00	118,254.50	16,893.50
Drainage Detail (TEDSI)	54,710.00	80.00	43,768.00	38,297.00	5,471.00
Signing, Pav Mrk & Traffic Sig (TEDSI)	121,805.00	80.00	97,444.00	85,263.50	12,180.50
EPIC & SW3P (TEDSI)	31,785.00	80.00	25,428.00	22,249.50	3,178.50
Bridge Design (TEDSI)	105,920.00	65.00	68,848.00	58,256.00	10,592.00
Project Direct Cost (TEDSI)	30,000.00	80.00	24,000.00	21,000.00	3,000.00
Stakeholder Meeting (TEDSI)	36,480.00	80.00	29,184.00	25,536.00	3,648.00
Environmental Doc (TEDSI)	24,128.70	81.21	19,594.92	18,096.53	1,498.39
Environmental Doc (RABA)	120,643.50	81.00	97,974.87	90,482.63	7,492.24
Environmental Doc (TEDSI) Reserve	2,364.80	80.00	1,891.84	750.00	1,141.84
Environmental Doc (RABA) Reserve	25,363.00	80.00	20,290.40	8,042.97	12,247.43

VISIT OUR WEBSITE AT:
www.rkci.com

INVOICE

INVOICE # :S121665

CONSULTANTS * ENVIRONMENTAL * FACILITIES * INFRASTRUCTURE

BILLING DATE :
10/29/2014

PROJECT :
ASF1212202
Dicker Rd Improvements-Hidalgo Co

CLIENT :
A13785 T E D S I Infrastructure Group

RABA KISTNER

Mr. Craig Stong
T E D S I Infrastructure Group
1201 E. Expressway 83
Mission, TX 78572

REMITTANCE ADDRESS:
RABA KISTNER, INC.
P.O. BOX 971037
DALLAS, TX 75397-1037

PHONE (210) 699-9090

ENVIRONMENTAL SERVICES

Dicker Road from Spur 115 (23rd Street) to FM 2061
Dicker Road Improvements, Work Authorization No. 3; fully executed contract signed 1/20/14

FOR PROFESSIONAL SERVICES RENDERED THROUGH: 9/30/14

Env Doc 81% $146,006.50 = $118,265.27 gross, less prev of $98,525.60 = net of $19,739.67

Public Inv 70% $29,114.00 = $20,379.80 gross, less prev of $0.00 = net of $0.00

Totals = $138,645.07 gross, less prev of $118,905.40 = net of $19,739.67

TOTAL FEE AUTHORIZED	175,120.50
PERCENT COMPLETE AS OF 11/1/2014	79.17%
FEE EARNED TO DATE	138,645.07
LESS PREVIOUS BILLINGS	118,905.40
AMOUNT DUE THIS INVOICE **	19,739.67

RK PROJECT MANAGER: SAMUEL BLANCO JR
CLIENT PHONE: 956-424-7898

TEDSI INFRASTRUCTURE GROUP
Project No. 2012-1118-03 Phase No.
☒ Lump Sum ☒ Approved ☒ Hold
☐ Hourly ☐ Rejected ☐ Process
Sign Date 11 / 17 / 14

PROJECT ACCOUNTS RECEIVABLE SUMMARY

Amount Due This Invoice	$ 19,739.67
Total of Previous Invoices - Currently Unpaid	8,042.97
Total Due And Payable	$ 27,782.64

* Invoices are submitted monthly and are due on receipt. * Carrying charges may be assessed on invoices unpaid beyond 30 days from billing date.
AP Nov-14

PLEASE PAY FROM THIS INVOICE.

TEDSI INFRASTRUCTURE GROUP
TEDSI
Consulting Engineers
1201 E. Expressway 83 ♦ Mission, Texas 78572
(956) 424-7898

Project Progress Report

TO: Hidalgo County Precinct No. 2

DATE: November 19, 2014

FROM: Mr. Craig F. Stong, P.E., Project Manager

TEDSI PROJECT NO.: 2012-1118-03

REFERENCE: Dicker Road: PS&E

Progress Report for Invoice No. 20142148 October 01, 2014 to October 31, 2014

BILLING PHASE	PERCENT COMPLETE	CONSULTANT	REPORT
General Management	80%	TEDSI	Coordinate with the client and subs for this project is ongoing.
Utility Coordination	80%	TEDSI	Utility Follow-up Coordination meeting held. Exposures requested.
General PS&E	80%	TEDSI	TEDSI has received 30 % comments from TxDOT. Currently working on 95% submittal
Traffic Control Plan	80%	TEDSI	TEDSI has received 30 % comments from TxDOT. Currently working on 95% submittal
Roadway Detail	80%	TEDSI	TEDSI has received 30 % comments from TxDOT. Currently working on 95% submittal. Updated pavement design submitted and approved by TxDOT.
Drainage Detail	80%	TEDSI	TEDSI has received 30 % comments from TxDOT. Currently working on 95% submittal
Signing, Pav Mrk & Traffic Sig	80%	TEDSI	TEDSI has received 30 % comments from TxDOT. Currently working on 95% submittal
EPIC & SW3P	80%	TEDSI	TEDSI has received 30 % comments from TxDOT. Currently working on 95% submittal. Coordination in progress with HCID No 2 for their concurrence on the Bridges widening
Bridge Design	65%	TEDSI	Bridge Layouts geometry has been approved by TxDOT. Currently working on detail bridge design. Bridge Detail Survey done.
Project Direct Cost	80%	TEDSI	TEDSI has received 30 % comments from TxDOT. Currently working on 95% submittal
Stakeholder Meeting	80%	TEDSI	TEDSI has coordinated with local stakeholders and Irrigation District.
Environmental Doc	81.21%	TEDSI	Work continues on the development of the Final Environmental Document. Working adding Comments provided by Public.
Environmental Doc Reserve	80%	TEDSI	Comments from Public Meeting added
Environmental Doc Reserve	80%	RABA	Comments from Public Meeting added
Public Involvement	70%	TEDSI	No additional action at this time.
Public Involvement	70%	RABA	No additional action at this time.

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TEDSI
1201 E. Expressway 83 ♦ Mission, Texas 78572
(956) 424-7898

Letter of Transmittal

TO:
Mr. Raul Silguero Jr.
Hidalgo County Precinct No. 2
300 West Hall Acress Suite G
Pharr, Tx. 78577

DATE: November 19, 2014

REF.: Dicker Road PS&E October Invoice

TEDSI PROJECT NO.: 2012-1118-03

TRANSMITTED:

☒ For Your Use	☐ Please comment	☐ Approved as Noted
☐ As Requested	☐ Reply ASAP	☐ As Noted Below

VIA:

☐ US Mail	☐ Courier	☐ Hand Carry
☐ E-Mail	☒ LoneStar Overnight	☐ FedEx

COPIES	DESCRIPTION
1	TEDSI Invoice No. 20142148
1	Project Progress Report

REMARKS:

Thank you.

HIDALGO COUNTY
PRECINCT NO. 2
2014 NOV 25 PM 12 30

Signed: for: Craig F. Stong, P.E.

If enclosures are not as stated, please notify us.

AI -47654 **Purchasing Department** **24. D. 2.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Carlos Jasso, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

A. Acceptance and approval of Certificate of Completion for the Precinct No. 2 Gonzalez-Zamora Subdivision Solar Lighting Project as certified by project engineer, Raul Sesin, P.E.;

B. Requesting approval for Final Payment Application No. 13933 in the amount of $170,169.70 from Facility Solutions Group, awarded vendor through the Hidalgo County's Participation/membership with TASB/Buyboard cooperative purchasing program, as certified for payment by project engineer, Raul Sesin, P.E.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1200-431-00-122-094-0-739

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

BUDGETARY IMPACT:

PO #709445 for Facility Solutions Group, Inc.; funds available as of 12-11-14 in the amount of $170,169.70.

Attachments

Final Payment

Certificate of Completion

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/08/2014 05:34 PM
Budget & Management	Veronica Ortiz	12/09/2014 01:32 PM
Ivan Cantu	Ivan Cantu	12/11/2014 09:32 AM
Auditor's Office	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Carlos Jasso		Started On: 12/04/2014 09:35 AM
Final Approval Date: 12/12/2014		

TO:
Hidalgo County Facilities Mgmt
P.O. Box 1356
Attn: Accounts Payable
Edinburg, TX 78539

FROM:
FSG Electric
4401 Westgate #310
Austin, Texas 78745

PROJECT: Hidalgo Pct 2 Gonzales/Zamora

VIA ARCHITECT:

HIDALGO COUNTY
PRECINCT NO. 2
2014 OCT 22 PM 2 01

APPLICATION NO: 13933
PERIOD TO: 10/31/14
PROJECT NOS.:

CONTRACT DATE: 06/03/14

Distribution to:
[ ] OWNER
[ ] ARCHITECT
[ ] CONTRACTOR
[ ]
[ ]

CONTRACT FOR:

740525

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
Schedule of Values is attached.

1. ORIGINAL CONTRACT SUM		$ 170,169.70
2. NET CHANGE BY CHANGE ORDERS		$ 0.00
3. CONTRACT SUM TO DATE (line 1 + 2)		$ 170,169.70
4. TOTAL COMPLETED & STORED TO DATE (Column G on Schedule of Values)		$ 170,169.70
5. RETAINAGE:		
a. 0.00% of Completed Work (Column D + E on Schedule of Values)	$ 0.00	
b. 0% of Stored Material (Column F on Schedule of Values)	$ 0.00	
Total Retainage (Line 5a + 5b or Total in Column I of Schedule of Values)		$ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$ 170,169.70
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 0.00
8. CURRENT PAYMENT DUE		$ 170,169.70
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES by Change Order	0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: FSG Electric

By: _____ Date: 10/9/14

State of: Texas County of: Cameron

Subscribed and sworn to before me this 9th day of Oct. 2014

Notary Public: _____

My Commission expires: 05/07/2014

Mary Alba
Commission Expires
05-07-2015

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ _____

(Attach explanation if the amount certified differs from the amount applied for in Line 8. Initial all figures on this Application and on the Schedule of Values that are changed to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

INVOICE RECEIVED BY: Clay ON 10/22/14

GOODS/SERVICES RECEIVED BY: Hector Salazar ON 10/1- 10/31/14

PO # 709445
4-1200-431-00-122-094-0-739
Req # 255163

APPLICATION NUMBER: 13933
APPLICATION DATE: 08/19/14
PERIOD TO: 10/31/14
ARCHITECT'S PROJECT NO.:

Use Column I on Contracts where variable retainage for line items may apply.

(A) ITEM NO.	(B) DESCRIPTION OF WORK	(C) SCHEDULED VALUE	(D) WORK COMPLETED PREVIOUS APPLIC. (D+E)	(E) WORK COMPLETED THIS PERIOD	(F) MATERIALS PRESENTLY STORED (NOT IN D OR E)	(G) TOTAL COMPLETED AND STORED TO DATE (D+E+F)	(G) % (G/C)	(H) BALANCE TO FINISH (C-G)	(I) RETAINAGE
10	Original Contract	170,169.70	0.00	170,169.70	0.00	170,169.70	100.00	0.00	0.00
	JOB TOTALS:	170,169.70	0.00	170,169.70	0.00	170,169.70	100.00	0.00	0.00

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 16th DAY OF September, 2014 A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: May 22, 2014
OWNER: Hidalgo County Precinct No. 2
CONSTRUCTION CONTRACTOR: Facility Solutions Group
OF THE CITY OF Pharr STATE OF Texas

PROJECT DESCRIPTION

CONSTRUCTION OF Gonzalez Zamora Subdivision Solar Light Project

CONTRACT NO: TASB/Buy Board, PO # 709445
Located in or near the City/Precinct Of Hidalgo County Precinct No. 2

THIS IS TO CERTIFY"

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:
   None

2. That the sum of $0.00, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5.

Amount of Original Contract	$170,169.70
Present Amount of Contract	$170,169.70
Total Amount of earned to Date	$170,169.70
Less: previous payments	$0.00
Balance	$170,169.70
Authorized deductions	$0.00
AMOUNTY OF FINAL PAYMENT	$170,169.70

Exhibit E-L

6. That the final payment in the amount of <u>One Hundred Seventy Thousand One Hundred Sixty Nine Dollars and Seventy Cents</u> is now due and payable.

Engineer's Signature

CONCURRED BY:

FSG Electric
Contractor's ~~Name~~

By: _____

Title: Mgr.

CONCURRED BY:

City/Precinct

By: _____

Title: County Commissioner

Exhibit E-L

AI -47429 **Purchasing Department** **24. E. 1.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Sandy Suarez,
PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of the responsible vendor (Clarke Mosquito Control Chemicals, Inc.) submitting the lowest and best bid (as detailed in tabulation sheet contained herein) and meeting all specifications and/or requirements for the purpose of award and approval of contract (but in no event to exceed the statutory procurement threshold of $50K) under the Request for Sealed Quotes titled: Hidalgo County Health & Human Services Department- "Mosquito Control Chemical" through project No.: 2014-347-10-31-SGS.

BACKGROUND

A. Six (6) bid packets requested/distributed;
B. Three (3) bids received:
1. Contract will commence upon approval of Commissioner's Court.
2. Contract document was reviewed and approved by Legal Counsel as to form.
3. Project will be on an "As Needed Basis"

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-441-00-340-001-0-609

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

BUDGETARY IMPACT:

HCHD $ 33.98 as of 12/11/14 -"As needed Basis"

2015 Adopted budget is $7,804.00

Attachments

Recommendation, tab , participation log
2014 & 2013 Expenditures
Contract
Legal review & approval

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/09/2014 01:26 PM
Budget & Management	Veronica Ortiz	12/09/2014 01:31 PM
Manuel Chapa	Manuel Chapa	12/11/2014 03:01 PM

Auditor's Office	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Sandy Suarez		Started On: 11/14/2014 01:41 PM
Final Approval Date: 12/12/2014		

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

TO: **Eddie Olivarez, Director**
Hidalgo County Health & Human Services Dept.

ATTN: Josie Escalante, Admin. Assistant

FROM: Sandy Suarez, Buyer II
Hidalgo County Purchasing Department

DATE: **November 04, 2014**

RE: **BID AWARD RECOMMENDATION/ CONCURRENCE REQUEST AND /OR REJECTION**
RFSQ No. 2014-347-10-31-SGS-Hidalgo County HHSD- "**Mosquito Control Chemicals**"

We have received four (4) responses to the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copies of the RFSQ responses for your review and recommendation.

Please acknowledge by signing below, your recommendation/concurrence to award to the bidder meeting all specifications/requirements and/or rejection of all responses and return to the Purchasing Dept. **via fax to (956) 292-7612 or email: sandy.suarez@co.hidalgo.tx.us, Please return by November 12, 2014.**

Indicate the Recommendation and/or reason of rejection in the box below. Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

COMMENTS/CONCERNS: Award to Clarke Mosquito Products lowest price

Budget Acct No.: 4-1100-441-00-340-001-0-609

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Eduardo Olivarez	Health Dept.	11/14/14

Enclosures

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY

BID OPENING DATE: October 31, 2014 | **BID OPENING TIME: 11:00 A.M.**

DESCRIPTION OF BID: " MOSQUITO CONTROL CHEMICALS"

RFSQ NO: 2014-347-10-31-SGS | **BUYER: Sandy Suarez**

TARGET SPECIALTY PRODUCTS

ADULTICIDING APPLICATION	UOM (275 Gallon Tote)	UNIT PRICE AMOUNT
Permethin----min 4% Piperonyl Butoxide--- min 4% Containing Petroleum distillates	275 Gallon Tote	$ 4,400.00 tote
Equal to or better Chemical Name & Comp. Evoluer 4-4 Permethrin ----4% Piperonyl Butoxide 4%	Other - 250 Gallon Tote Other - 55 Gallon Drum	$4,000.00 $ 980.10 drum
LAVACIDAL APPLICATION (Briquets or Dunks)	**UOM -- (20 Ct. Per Package)**	**UNIT PRICE AMOUNT**
B.T.I. subp (H-14) ---10.31% Inert Ingredients: 7000 Aedes aegypti(AA) International Toxic Units(ITU) per milligram primary powder(Dry Weight basis) ---89.69%	Briquets - No. per cs: 100 Dunks - No. per cs: 24	$ 71.50 per cs $ 58.50 per cs
Equal to or better Chemical Name & Comp.	N/A	N/A

UNIVAR

ADULTICIDING APPLICATION	275 GALLON TOTE	UNIT PRICE AMOUNT
Permethin----min 4% Piperonyl Butoxide--- min 4% Containing Petroleum distillates	275 Gallon Tote	$ 4,479.75 tote
Equal to or better Chemical Name & Comp	N/A	N/A
LAVACIDAL APPLICATION (Briquets or Dunks)	**UOM** (20 Ct. Per Package)	**UNIT PRICE AMOUNT**
B.T.I. subp (H-14) ---10.31% Inert Ingredients: 7000 Aedes aegypti(AA) International Toxic Units(ITU) per milligram primary powder(Dry Weight basis) ---89.69%	No. per cs : 100	$ 65.51 per cs
Equal to or better Chemical Name & Comp	N/A	N/A

CLARKE MOSQUITO PRODUCTS,INC

ADULTICIDING APPLICATION	275 GALLON TOTE	UNIT PRICE AMOUNT
Permethin----min 4% Piperonyl Butoxide--- min 4% Containing Petroleum distillates	275 Gallon Tote	$ 4, 125.00 tote
Equal to or better Chemical Name & Comp	N/A	N/A
LAVACIDAL APPLICATION (Briquets or Dunks)	**UOM (20 Ct. Per Package)**	**UNIT PRICE AMOUNT**
B.T.I. subp (H-14) ---10.31% Inert Ingredients: 7000 Aedes aegypti(AA) International Toxic Units(ITU) per milligram primary powder(Dry Weight basis) ---89.69%	No. per cs: 100	$ 64.00 per cs
Equal to or better Chemical Name & Comp	N/A	N/A

ADAPCO

ADULTICIDING APPLICATION	275 GALLON TOTE	UNIT PRICE AMOUNT
Permethin----min 4% Piperonyl Butoxide--- min 4% Containing Petroleum distillates	275 Gallon Tote	$ 4,188.25 tote
Equal to or better Chemical Name & Comp Pursuit 4 – 4 ULV Permethrin 4.6% Piperonyl Butoxide 4.6%	Other : 55 Gallon Drum	$ 967.45 drum
LAVACIDAL APPLICATION (Briquets or Dunks)	**UOM (20 Ct. Per Package)**	**UNIT PRICE AMOUNT**
B.T.I. subp (H-14) ---10.31% Inert Ingredients: 7000 Aedes aegypti(AA) International Toxic Units(ITU) per milligram primary powder(Dry Weight basis) ---89.69%	Briquets - No. per cs: 100 1-107 cases 108 or more cases	$ 66.67 per cs $ 63.95 per cs
Equal to or better Chemical Name & Comp	N/A	N/A

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFSQ

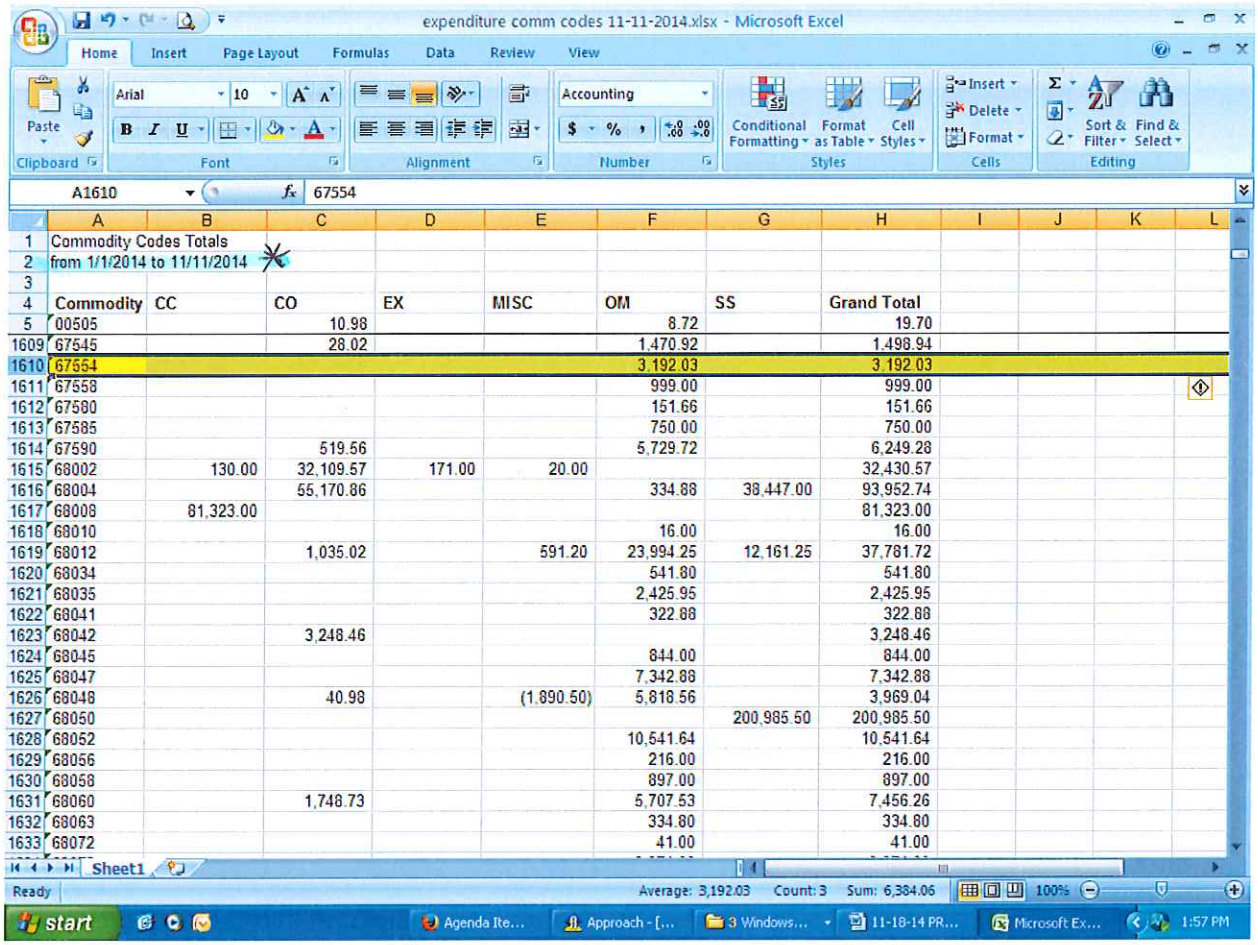
BID OPENING DATE: October 31, 2014 BID OPENING TIME: 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: Hidalgo County -"Mosquito Control Chemicals"

BID NO: 2014-347-10-31-SGS

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST VIA*	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.s
1) UNIVAR USA **Attn: Mark Theriot**	EM	Sandy Suarez	10/17/14	402 McBride Lane Corpus Christi, Texas 78408 (O) 361-945-2161 (F) 361-289-1969 Mark.theriot@univarusa.com
2) ADAPCO, INC. **Attn: Kathy Russell**	EM	Sandy Suarez	10/17/14	550 Aero Lane Sanford, FL 32771 1-800-367-0659 (P) 407-330-4800 (F) 866-330-9888 bids@myadapco.com
3) TARGET SPECIALTY PRODUCTS, INC **Attn: Mike Nichols**	EM	Sandy Suarez	10/17/14	5042 Service Center Drive San Antonio, TX. 78218 O# 210-662-8664 or 800-925-3922 F#210-662-8686 mike.nichols@target-specialty.com jesse.soliz@target-specialty.com
4) PUBLIC HEALTH EQUIPMENT & SUPPLY **Attn: Charlie Reeves**	EM	Sandy Suarez	10/17/14	1830 S. Presa San Antonio, Texas 78210 1-800-284-0106 (P) 210-532-3846 (F) 210-532-9703 Charlie@phesco.com
5) CLARKE MOSQUITO CONTROL PRODUCTS, INC. **Attn: Stephanie**	EM	Sandy Suarez	10/17/14	110 E. Irving Park Rd, 4th floor Roselle, IL 60172 (P)800-323-5727 ext 3186 (direct line)630-671-3186 (F) 800-832-9344 customercare@clarke.com
6) Border Source & Packing Attn: George Garcia Attn: Carlos Nunuz	EM	Sandy Suarez	10/17/14	P.O. Box 8765 Brownsville, Texas 78526 (F) 956-550-9476 bspllc7@gmail.com

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL REQUEST **(EMR)**
E-MAIL (EM)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67554
Commodity Codes Totals
from 1/1/2014 to 11/11/2014
Commodity | CC | CO | EX | MISC | OM | SS | Grand Total
00505 | 10.98 | 8.72 | 19.70
67545 | 28.02 | 1,470.92 | 1,498.94
67554 | 3,192.03 | 3,192.03
67558 | 999.00 | 999.00
67580 | 151.66 | 151.66
67585 | 750.00 | 750.00
67590 | 519.56 | 5,729.72 | 6,249.28
68002 | 130.00 | 32,109.57 | 171.00 | 20.00 | 32,430.57
68004 | 55,170.86 | 334.88 | 38,447.00 | 93,952.74
68008 | 81,323.00 | 81,323.00
68010 | 16.00 | 16.00
68012 | 1,035.02 | 591.20 | 23,994.25 | 12,161.25 | 37,781.72
68034 | 541.80 | 541.80
68035 | 2,425.95 | 2,425.95
68041 | 322.88 | 322.88
68042 | 3,248.46 | 3,248.46
68045 | 844.00 | 844.00
68047 | 7,342.88 | 7,342.88
68048 | 40.98 | (1,890.50) | 5,818.56 | 3,969.04
68050 | 200,985.50 | 200,985.50
68052 | 10,541.64 | 10,541.64
68056 | 216.00 | 216.00
68058 | 897.00 | 897.00
68060 | 1,748.73 | 5,707.53 | 7,456.26
68063 | 334.80 | 334.80
68072 | 41.00 | 41.00
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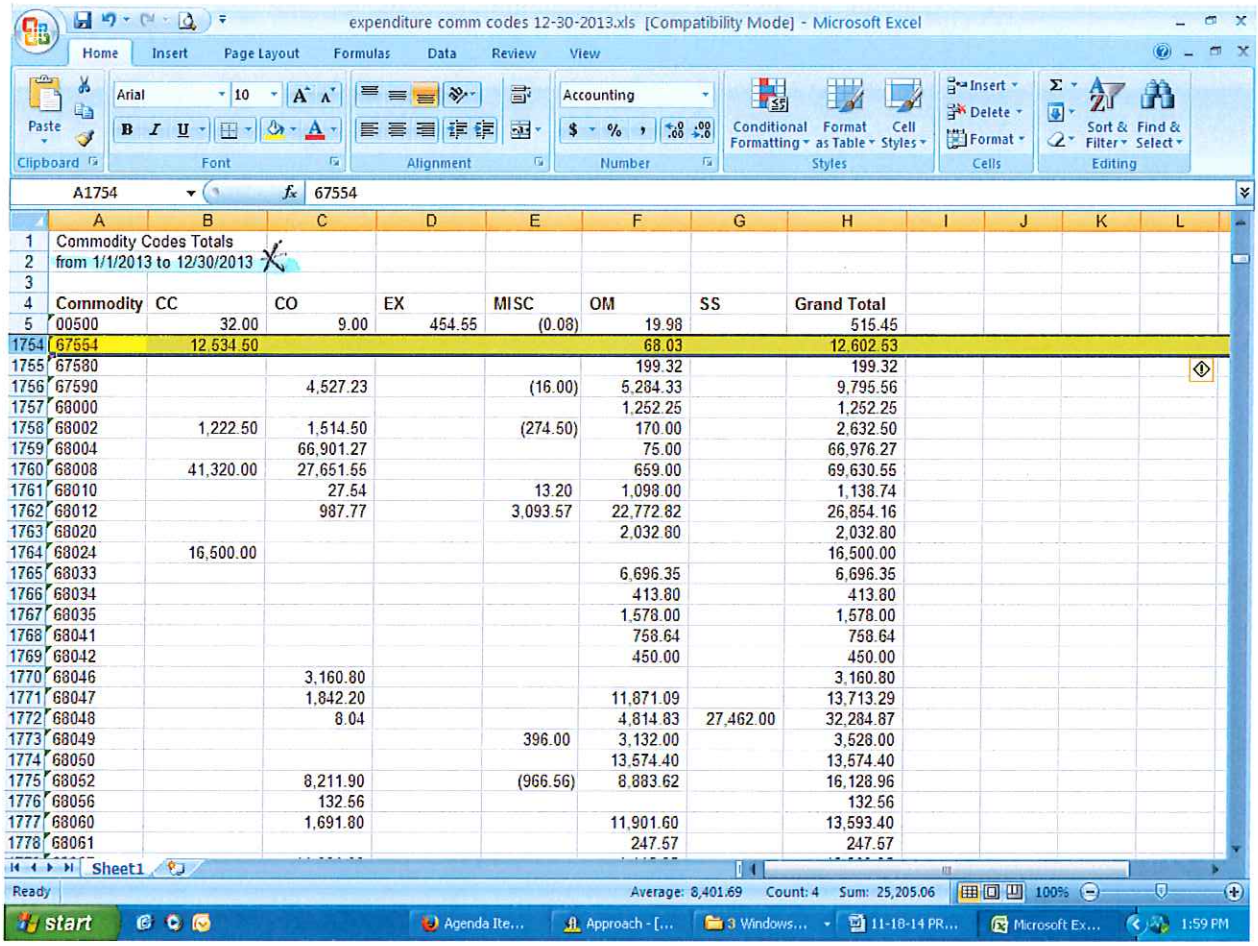
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Commodity Codes Totals
from 1/1/2013 to 12/30/2013
Commodity | CC | CO | EX | MISC | OM | SS | Grand Total
00500 | 32.00 | 9.00 | 454.55 | (0.08) | 19.98 | | 515.45
67554 | 12,534.50 | | | | 68.03 | | 12,602.53
67580 | | | | | 199.32 | | 199.32
67590 | | 4,527.23 | | (16.00) | 5,284.33 | | 9,795.56
68000 | | | | | 1,252.25 | | 1,252.25
68002 | 1,222.50 | 1,514.50 | | (274.50) | 170.00 | | 2,632.50
68004 | | 66,901.27 | | | 75.00 | | 66,976.27
68008 | 41,320.00 | 27,651.55 | | | 659.00 | | 69,630.55
68010 | | 27.54 | | 13.20 | 1,098.00 | | 1,138.74
68012 | | 987.77 | | 3,093.57 | 22,772.82 | | 26,854.16
68020 | | | | | 2,032.80 | | 2,032.80
68024 | 16,500.00 | | | | | | 16,500.00
68033 | | | | | 6,696.35 | | 6,696.35
68034 | | | | | 413.80 | | 413.80
68035 | | | | | 1,578.00 | | 1,578.00
68041 | | | | | 758.64 | | 758.64
68042 | | | | | 450.00 | | 450.00
68046 | | 3,160.80 | | | | | 3,160.80
68047 | | 1,842.20 | | | 11,871.09 | | 13,713.29
68048 | | 8.04 | | | 4,814.83 | 27,462.00 | 32,284.87
68049 | | | | 396.00 | 3,132.00 | | 3,528.00
68050 | | | | | 13,574.40 | | 13,574.40
68052 | | 8,211.90 | | (966.56) | 8,883.62 | | 16,128.96
68056 | | 132.56 | | | | | 132.56
68060 | | 1,691.80 | | | 11,901.60 | | 13,593.40
68061 | | | | | 247.57 | | 247.57
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REQUIREMENTS AGREEMENT
C-14-347-12-16

THIS AGREEMENT (the "Agreement") is entered into as of the 16th of December, 2014 by and between Clarke Mosquito Control Products, Inc. ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of **"Purchase of Mosquito Control Chemicals,"** as further described in Exhibit "A" (the "Products"). Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Purchase of Mosquito Control Chemicals,"** in the areas of Hidalgo County projects for a period of one (1) year commencing on December 16, 2014 and ending on December 15, 2015 and may be extended with the County's sole discretion for an additional two (2) one year period, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. Buyer reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Seller to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. Buyer may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

a. **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 any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof,

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 this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **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 representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **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.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications 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 Buyer:
Hidalgo County
Attn: County Judge
302 W. University Drive
Edinburg, Texas 78539

If to Seller:
Clarke Mosquito Control Products, Inc.
Attn: Doug Carroll, Control Consultant
675 Sidwell Court
St. Charles, IL 60174

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 Unites States mail.

f. **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.

g. **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.

h. **Assignment.** This Agreement shall not be assignable.

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court of Buyer does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable 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 Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

m. **Insurance.** Seller shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming Buyer as an additional insured (with coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to Buyer certificates of such insurance coverage.

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Buyer, or for any elected official, department head or employee or former elected official, department head or employee of Buyer, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval,

recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Buyer.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Buyer, or any person associated therewith, as an inducement for the award of a subcontract or order.

o. **Immunities.** Nothing in this Agreement is intended to and Buyer does not hereby waive, release or relinquish any right to assert any of the defenses Buyer enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to Buyer as to any claim or action of any person, entity, or individual against Buyer.

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

APPROVED AS TO FORM:
Atlas & Hall, L.L.P

By_____

Buyer:
HIDALGO COUNTY

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Seller:

Clarke Mosquito Control Products, Inc.

By:_____

Printed Name:_____

Title:_____

EXHIBIT "A"

REQUEST FOR BID (RFB) PROCUREMENT PACKET

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

October 17, 2014

Company name

Address

City

State & Zip code

Re: **HIDALGO COUNTY HEALTH AND HUMAN SERVICES**
REQUEST FOR SEALED QUOTES
"Mosquito Control Chemicals"

RFSQ: 2014-347-10-31-SGS

Dear Participants:

Enclosed please find a Request for Sealed Quotes (RFSQ) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFSQ process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Sandy Suarez, Buyer II
Hidalgo County Purchasing Department

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR SEALED QUOTES (RFSQ)

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HIDALGO COUNTY HEALTH & HUMAN SERVICES DEPARTMENT

"MOSQUITO CONTROL CHEMICALS"

RFSQ NO: 2014-347-10-31-SGS

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9.	Certification Regarding Debarment	1
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The above mentioned items shall be found in the Request for Sealed Quotes (RFSQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you,

Sandy Suarez, Buyer II

October 17, 2014
Date

LEGAL NOTICE

REQUEST FOR SEALED QUOTE
Hidalgo County Health Department

"Mosquito Chemical Control"

RFSQ NO.: 2014-347-10-31-SGS

RFSQ No: 2014-347-10-31-SGS	Buyer: Sandy Suarez	Tel. No: (956) 318-2626 Ext. 4860

REQUEST FOR SEALED QUOTES

HIDALGO COUNTY HEALTH & HUMAN SERVICES DEPARTMENT

"MOSQUITO CONTROL CHEMICALS"

RFSQ OPENING DATE:

OCTOBER 31, 2014 @ 11:00 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed quotes will be received for **"- HIDALGO COUNTY HEALTH & HUMAN SERVICES DEPARTMENT-MOSQUITO CONTROL CHEMICALS"** in accordance with the specifications attached as Exhibit "A" hereto. RFSQs should address all specifications set forth. Participants may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall RFSQ.

2. All RSFQs are required with the Participants name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"RFSQ NO. 2014-347-10-31-SGS- HIDALGO COUNTY HEALTH & HUMAN SERVICES DEPARTMENT- MOSQUITO CONTROL CHEMICALS"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address: 2812 S. Business 281 New Administration Building, Edinburg, Texas, on or before 11:00 a.m. day of week, October 31, 2014.

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFSQs RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO RFSQ NO.: 2014-347-10-31-SGS.

Hidalgo County reserves the right to refuse and reject any/all RFSQs and to waive any/all formalities or technicalities, or to accept the RFSQ considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this RFSQ that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all RFSQs submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the RFSQ to one Participant or to multiple Participants if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the RFSQ without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all RFSQs and re-advertise.

5. **For work to be performed at a County owned or operated location, each Participant shall, in its sole discretion, visit the job site before preparing the RFSQ and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the RFSQ.**

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their RFSQs including catalogue numbers and any necessary references.

7. No RFSQ may be withdrawn within thirty (30) days from the scheduled time to open RFSQ.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after RFSQ opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Sealed Quotes. Participants shall acknowledge receipt of all addenda as a part of their RFSQ.

10. County reserves the right to accept or reject any or all RFSQs.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a RFSQ or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:** (if applicable)

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

15.BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful Participant
  b) Name and address of receiving department or official
  c) Purchase Order Number and contract number (if any)
  d) Notation-**"HIDALGO COUNTY HEALTH & HUMAN SERVICES DEPARTMENT –MOSQUITO CONTROL CHEMICALS"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Health and Human Services
Attn: Josie Escalante
1304 S. 25th Street
Edinburg, TX. 78539
(956)383-6221

17. **SCHEDULE OF EVENTS**

RFSQ Opening 11:00 A.M.	**October 31, 2014**
Award of Contract	_____, 2014
Commence Work or Deliver Products	_____, 2014

18. ~~BID OR PERFORMANCE BOND; PAYMENT UNDER CONTRACT (IF APPLICABLE FOR PUBLIC WORKS PROJECTS):~~

- ~~If the contract proposed is for the construction of public works or is for a contract exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

19. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any

program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST:**

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or RFSQ awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. RFSQs, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards for Responsible Prospective Participants: A prospective Participant must affirmatively demonstrate Participant's responsibility. A prospective participant, by submitting a RFSQ, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the RFSQ;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;

- Be otherwise qualified and eligible to receive an award.

24. Successful Participant will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful participant shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful participant, or of any agent, employee, subcontractor or supplier of successful participant in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful participant shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful participant's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful participant.

28. Successful participant shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Sealed Quote shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful participant within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful participant shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Request for Seal Quote
For
HIDALGO COUNTY HEALTH and HUMAN SERVICES DEPARTMENT
"MOSQUITO CONTROL CHEMICALS"

To: Sandy Suarez, Buyer II
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned participant further agrees, upon acceptance of its RFSQ, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Participant understands that Hidalgo County reserves the right to reject any or all RFSQ and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Participant agrees that this RFSQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving RFSQs, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

REQUEST FOR SEALED QUOTE
Hidalgo County Health Department

"Mosquito Control Chemical"

RFSQ NO.: 2014-347-10-31-SGS

EXHIBIT "A"
HIDALGO COUNTY HEALTH & HUMAN SERVICES DEPARTMENT
"MOSQUITO CONTROL CHEMICALS"
RFSQ NO.: 2014-347-10-31-SGS

PROJECT OVERVIEW:

Hidalgo County Health & Human Services and utilizing Departments are requesting sealed quotes (RFSQ) for a contract for the **"Mosquitio Control Chemicals"** on an **"As Needed Basis,** but in no event to exceed the $50,000.00 (per year) statutory bid limit including, but not limited to the following:

I. GENERAL REQUIREMENTS:

1. The following are the minimum requirements and/or specifications that will be acceptable to the County. These requirements and/or specifications may be equal to or better. Any RFSQ that does not meet the minimum requirements and/or specifications will be rejected.

2. Hidalgo County is seeking to contract with a qualified vendor(s) to furnish "Mosquito Control Chemicals on an "As Needed Basis" for the **biological control of mosquitos** including, but not limited to, the following:

II. SPECIFICATIONS:

1. Description Of Items: Any **brand name that may be referenced are for description only,** and are not intended to exclude other mosquito control chemical products of equal quality and composition. Participants desiring to substitute items may do so; provided brand name & compositon is indicated on Bid Page (Exhibit "B").
2. Adulticiding Applications - Ultra low Volume (ULV)-Ready to Use (RTU) Spray: Recommended use for the control of adult mosquitos.
   Lavicidal Applications- recommended for the control of mosquito larvae: should be in briquet or dunk form for floating sustained-released for long-term control of mosquitos (30 days or longer).

ITEM	DESCRIPTION (Equivalent to or Better)
1.	**Adulticiding Chemical - Ultra Low Volume and Ready to Use (equal to or better):** ➢ Permethrin - minimum ---------- 4% ➢ Piperonyl Butoxide - minimum ---------- 4% ➢ Contains petroleum distillates
2.	**Briquets or Dunks: (equal to or better)** Active Ingredient: Bacillus Thuringiensis subsp Israelensis (H-14)--------- 10.31% ➢ Inert Ingredients: 7000 Aedes aegypti (AA) International Toxic Units (ITU) per milligram primary powder (Dry weight basis) ----------89.69%

MATERIAL SAFETY DATA SHEET (MSDS):

Bidders shall attach to bid form a current Material Safety Data Sheet (MSDS) and current labels for

chemicals. Failure to do may result in disqualification of the RFSQ.

III. REQUIREMENTS, TERMS & CONDITIONS :

1) **Prices shall be per unit, F.O.B. destination.**

2) Item(s) must be packed with unbroken seals (sealed by the manufacturer).

3) Must be in compliance with all TCEQ. (Texas Commission on Environment Quality) rules and regulations for handling and shipping of pesticides/chemicals.

4) Must be OSHA compliant.

5) Hidalgo County reserves the right to increase or decrease the quantity purchase based on weather conditions.

6) Any requesting Hidalgo County Department wishing to utilize mosquito control chemicals will be authorized to purchase these chemicals at any time and on an **"As Needed Basis".**

7) Contract Term: The contract unit prices will be kept firm and will remain firm throughout the entire contract period and each consecutive contract period. Term will be one (1) year with Hidalgo County's sole discretion to extend the contract for an additional two (2) - one (1) year terms under the same rates, terms and conditions.

8) Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the Exhibit "C" for limits); insurance certificate must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder.

9) Bid will be awarded to the lowest, responsive, responsible bidder meeting all specifications based upon individual line items, sections or total bid. One or more bidder(s) may be designated as approved vendor(s) for "Purchases of Mosquito Control Chemicals" for Hidalgo County. Hidalgo County reserves the right to award separate/multiple contracts when it is in the County's best interest to do so.

10) Hidalgo County reserves the right to continue this RFSQ for an additional sixty (60) day grace period at the at the end of the contract term for unforeseen delay in the award of the new bid and contingent upon cost to remain unchanged.

11) Hidalgo County reserves the right to hold RFSQ for a period of ninety (90) days without taking action.

12) After RFSQ award and low bidder(s) default(s) in meeting the general instructions to participants and/or comply with contractual agreement, Hidalgo County reserves the right to seek services from the next low participant(s). In such event, County shall charge the successful participant(s) the difference for any additional cost of such item(s).

13) Hidalgo County may seek purchase from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.

14) Hidalgo County reserves the right to refuse and reject any/all request for sealed quotes and to waive any/all formalities or technicalities, or to accept the RFSQ considered the best and most advantageous to Hidalgo County.

15) Any contract awarded to a successful participant will be in effect until;
   a) The contract expires
   b) Delivery acceptance of products and/or performance of services ordered, or
   c) Terminated by the County with thirty (30) days written notice prior to cancellation.

16) **All Cost and expenses associated with the preparation and submission of (bids, proposals, statements of qualifications (RFQ) and quotes shall be the responsiblitiy of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.**

17) **Name Brands:** Specifications may reference name brands and model numbers. It is not the intenet of Hidalgo County to restrict theses RFSQ in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Hidalgo County shall act as a sole judge in determining equality and acceptability of products offered.

IV. ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries, and clarifications Regarding this bid to be addressed to: Martha L. Salazar, CPPB, Purchasing Agent, Attn: Sandy Suarez, 2812 S. Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292- 7612 OR VIA E-MAIL TO: sandy.suarez @co.hidalgo.tx.us by NO LATER THAN, Thursday, October 23, 2014 5:00 P.M. Responses will be sent to all applicants via e-mail by no later than, 5:00 P.M., Monday, October 27, 2014.

EXHIBIT "B"

QUOTE PAGE

REQUEST FOR SEALED QUOTE
Hidalgo County Health Department

"Mosquito Control Chemical"

No.: 2014-347-10-31-SGS

EXHIBIT "B"
BID PAGE

HIDALGO COUNTY
"Mosquito Control Chemicals"
RFSQ No. 2014-347-10-31-SGS

Thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. Include current MSDS, name and composition of Chemicals (label) and also for Chemicals of equal to or better quality.
Costs are to be F.O.B. destination.

Internal use only-Commodity Code: 675-54

PRODUCT DESCRIPTIONS (equivalent to - or better) **ADULTICIDING APPLICATION**	**UOM 275 GALLON TOTE COST**	
Permethin ----------min 4% Piperonyl Butoxide ----------min 4% Containing petroleum distillates	$_____Tote	
Equivalent to or better Chemical name & Composition:_____	Other: $ _____	
LAVICIDAL APPLICATION **Briquets Or Dunks**	**20 CT. PER PACKAGE**	
B.T.I. subsp (H-14) -------10.31 % **Inert Ingredients:** 7000 Aedes aegypti (AA) International Toxic Units (ITU) per milligram primary powder (Dry Weight basis) ------- 89.69%	No. Pks per Case _____	$_____per cs.
Equivalent to or better Chemical name & Composition: _____	No. Pks per Case _____	$_____per cs.

VENDOR /PARTICIPANT INFORMATION

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NUMBER: _____

FAX NUMBER: _____

CELLULAR NUMBER: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

REFERENCES

REQUEST FOR SEALED QUOTE
Hidalgo County Health Deptment

"Mosquito Control Chemical"

RFSQ NO.: 2014-347-10-31-SGS

VENDOR REFERENCES

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/ Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period _____ Scope of Work: _____

REFERENCE TWO

Government/ Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period _____ Scope of Work: _____

REFERENCE THREE

Government/ Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period _____ Scope of Work: _____

EXHIBIT "C"

INSURANCE REQUIREMENTS

REQUEST FOR SEALED QUOTE

Hidalgo County Health Department
"Mosquito Control Chemical"

No.: 2014-347-10-31-SGS

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD	CERTIFICATE OF INSURANCE	DATE (MM/DD/YY)
PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYER	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____	CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

(THIS PAGE MUST BE SUBMITTED WITH BID)

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "D"

CIQ FORM
CONFLICT OF INTEREST QUESTIONNAIRE

REQUEST FOR SEALED QUOTE
Hidalgo County Health Department

"Mosquito Control Chemical"

No.: 2014-347-10-31-SGS

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

(Copy of receipt and this form must be submitted with bid)

VENDOR'S APPLICATION & W-9 FORM

REQUEST FOR SEALED QUOTE
Hidalgo County Health Department

"Mosquito Control Chemical"

No.: 2014-347-10-31-03-SGS

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )

dba Name:

Legal Name:

Mailing Address: Fax No. ( )

Physical Address:

City, State, Zip Tax I.D. No.

Remit to Address : City, State, Zip

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____ Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	Disadvantaged Business (At Least 51% Ownership)	
☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____ Entry Date:_____ Vendor No.:

(THIS PAGE MUST BE SUBMITTED WITH BID)

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

(THIS PAGE MUST BE SUBMITTED WITH BID)

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

Employer identification number
☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CERTIFICATION REGARDING DEBARMENT

REQUEST FOR SEALED QUOTE
Hidalgo County Health Department

"Mosquito Control Chemcial"

RFSQ NO.: 2014-347-10-31-SGS

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "B"

BID PAGE

EXHIBIT "B"
BID PAGE

HIDALGO COUNTY
"Mosquito Control Chemicals"
RFSQ No. 2014-347-10-31-SGS

Thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. Include current MSDS, name and composition of Chemicals (label) and also for Chemicals of equal to or better quality.
Costs are to be F.O.B. destination.

Internal use only-Commodity Code; 675-54

PRODUCT DESCRIPTIONS (equivalent to - or better)	**UOM**	
ADULTICIDING APPLICATION	**275 GALLON TOTE COST**	
Permethin ----------min 4% Piperonyl Butoxide ----------min 4% Containing petroleum distillates CLARKE BIOMIST ULV 4+4	$ 4,125.00/ Tote	
Equivalent to or better Chemical name & Composition:_____	Other: $ none	
LAVICIDAL APPLICATION **Briquets Or Dunks**	**20 CT. PER PACKAGE**	
B.T.I. subsp (H-14) -------10.31 % **Inert Ingredients:** 7000 Aedes aegypti (AA) International Toxic Units (ITU) per milligram primary powder (Dry Weight basis) ------ 89.69% SUMMIT BTI	No. Pks per Case 5 pksx20 ea./case	$ 64.00 per cs.
Equivalent to or better Chemical name & Composition: _____	No. Pks per Case _____	$ none per cs.

VENDOR /PARTICIPANT INFORMATION

COMPANY NAME:	Clarke Mosquito Control Products, INc.
ADDRESS:	675 Sidwell Court.
CITY/STATE/ZIP CODE:	St. Charles, IL. 60174
PHONE NUMBER:	800-323-5727
FAX NUMBER:	630-443-3070
CELLULAR NUMBER:	817-600-5353
AUTHORIZED SIGNATURE:	Doug Carroll
PRINTED NAME:	Doug Carroll
TITLE:	Control Consultant
DATE:	10.21.2014

EXHIBIT "C"

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/3/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Karen Boyenne
HUB International Midwest Limited 55 East Jackson Boulevard Chicago IL 60604	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: Karen.Boyenne@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Lexington Insurance Company	19437
INSURER B : Commerce and Industry	19410
INSURER C : Insurance Company of the State of P	19429
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Clarke Mosquito Control Products, Inc. (Saint Char
Clarke Environmental Mosquito Management, Inc.
Attn: Stephanie Rodriguez
Saint Charles IL 60174

COVERAGES **CERTIFICATE NUMBER:** 1238644479 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			EG1950828	11/1/2014	11/1/2015	EACH OCCURRENCE	$1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$25,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC							$
B	AUTOMOBILE LIABILITY			CA6530642	11/1/2014	11/1/2015	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
							Physical Damage Ded:	$1,000
A	[ ] UMBRELLA LIAB [ ] OCCUR			EGU1950829	11/1/2014	11/1/2015	EACH OCCURRENCE	$10,000,000
	[X] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$10,000,000
	[ ] DED [ ] RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			WC025072572	11/1/2014	11/1/2015	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N/A		WC025072573	11/1/2014	11/1/2015	E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Hidalgo County is included as Additional Insured under General Liability, when agreed in a written contract, subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S. Business Hwy 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Zimbra **rocio.villarreal@co.hidalgo.tx.us**

RE: Purchase of Mosquito Control Chemicals

From : Steve Crain <scrain@atlashall.com> Mon, Dec 08, 2014 04:15 PM

Subject : RE: Purchase of Mosquito Control Chemicals

To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

The contract is fine.

-----Original Message-----
From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Monday, December 08, 2014 4:05 PM
To: Stephen L. Crain
Subject: Purchase of Mosquito Control Chemicals

Mr. Crain:

Please review and approve as to form.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

----- Forwarded Message -----
From: purchasing@co.hidalgo.tx.us
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Monday, December 8, 2014 3:03:47 PM
Subject: Message from "RNP00267387E6A6"

This E-mail was sent from "RNP00267387E6A6" (MP C4503).

Scan Date: 12.08.2014 16:03:40 (-0500)
Queries to: purchasing@co.hidalgo.tx.us

AI -47626 **Purchasing Department** **24. E. 2.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted For: E. Olivarez, HCH&HS-Ex..Dir.

Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of the final negotiated contract with Network Sciences, Inc., (ranked #1 by CC 11/10/2014) for RFP 2014-276-10-15-YZV-"Indigent Health Care Computer Software"

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-444-00-240-001-0-336

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

BUDGETARY IMPACT:

Attachments

C-14-276-Network Sciences, Inc.

Legals Approval of Contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/08/2014 03:08 PM
Budget & Management	Veronica Ortiz	12/08/2014 04:15 PM
Glinda Pacheco	Glinda Pacheco	12/09/2014 10:02 AM
Auditor's Office	Monica Badillo	12/12/2014 08:19 PM

Form Started By: Yolanda Velasquez Started On: 12/03/2014 09:55 AM

Final Approval Date: 12/12/2014

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-14-276-12-16

THIS CONTRACT is made and entered into this **16th** day of **December , 2014** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Network Sciences, Inc.,** a Texas Corporation.("Company").

WHEREAS, Company responded to advertised notices for bids for **"Software Services for Indigent Health Care System for Hidalgo County"** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of Request for Proposals (RFP) Procurement Packet and Proposal being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to **Hidalgo County Health and Human Services Department**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term

of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Department Head,** or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one (1) year beginning **December 25, , 2014** and ending on **December 24, 2015** . The County shall have the sole option to extend this Contract for two (2) additional one (1) year term(s). County shall provide the Company a minimum of sixty (60) days notice of its intent to renew this Contract for each additional one (1) year term. County also reserves the right to continue this Contract for an additional sixty (60) day Grace Period at the end of any term, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted quarterly by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
302 W. University Drive
Edinburg, Texas 78539

If to Company **Network Sciences, Inc.**
11044 Research Blvd. Ste B-210
Austin, Texas 78759

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ten (10) days written notice to Contractor. County agrees, however, to use reasonable efforts to secure funds necessary for the continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann.§ 271.903 (Vernon Supp. 1995).

18. 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 the parties hereto, and not otherwise.

19. **Immunities:** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

WITNESS our hands in duplicate originals this_____ day of _____, 2014.

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY: Network Sciences Inc.
By:_____

Printed Name:_____

Title:_____

APPROVED AS TO FORM:
District Attorney's Office

By:_____
Josephine Ramirez, Asst. DA

EXHIBIT "A"

- **SPECIFICATIONS/REQUIREMENTS**

- **RFP PROCUREMENT PACKET**

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

September 29, 2014

_____

_____

_____

_____

Re: **HIDALGO COUNTY – RFP 2014-276-10-15-YZV**
"Software Services for Indigent health Care System"

Dear Respondents:

Enclosed please find a Request for Proposal (RFP) packet for you review and consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFP process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yzv

Enclosures

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR PROPOSAL (RFP)

CHECKLIST
HIDALGO COUNTY
"Software Services for Indigent Health Care System"
RFP № 2014-276-10-15-YZV

1. Request for Sealed Bids Letter and Checklist, consisting of __2__ pages.
2. Request for Proposals, Legal Notice, consisting of __9__ page.
3. Exhibit "A", Specifications, Requirements, & Scope of Services , consisting of __10__ pages.
4. Exhibit "B", consisting of __3__ pages.
5. Exhibit "C", Insurance Requirements, consisting of __4__ pages.
6. Exhibit "D", Conflict of Interest Questionnaire (CIQ), consisting of __1__ page.
7. Exhibit "E", Proposer's Affidavit, consisting of __1__ page.
8. Proposer/Vendor/Bidder Application and W-9 form consisting of __6__ pages.
9. Certification Regarding Debarment, consisting of __1__ page.
10. Draft Service Contract, consisting of __9__ pages.

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile, via email or by U.S. Mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB Purchasing Agent

September 29, 2014
Date

RFP NO: 2014-276-10-15	BUYER III: Yolanda Z. Velasquez	Tel. No: (956) 318-2626

REQUEST FOR PROPOSALS

Hidalgo County
Edinburg, Texas

"SOFTWARE SERVICES FOR INDIGENT HEALTH CARE SYSTEM FOR HIDALGO COUNTY HEALTH AND HUMAN SERVICES"

October 15, 2014

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

1. Sealed proposals will be received for **"Hidalgo County – Software Services For Indigent Health Care System For Hidalgo County Health And Human Services",** in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.

2. One (1) original and seven (7) copies of all RFPs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFP NO: 2014-276-10-15-YZV-Hidalgo County- Software Services For Indigent Health Care System For Hidalgo County Health And Human Services"** and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, October 15, 2014.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO: RFP No: 2014-276-10-15-YZV- Hidalgo County- Software Services For Indigent Health Care System For Hidalgo County Health And Human Services".

   WRITTEN QUESTIONS WILL BE ACCEPTED WILL BE ACCEPTED via facsimile to (956) 292-7612 or via e-mail to: yolanda.velasquez@co.hidalgo.tx.us BY NO LATER THAN Wednesday, October 08, 2014 at 5:00 p.m. Responses will be sent to all applicants by Friday, October 10, 2014. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

   Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C.** award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into

consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.

5. For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.

7. No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.

9. Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.

10. County reserves the right to accept or reject any or all proposals.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS: (If applicable)

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful proposer
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract Number (if any)
  d) Notation – "**Hidalgo County – Software Services for Indigent Health Care System For Hidalgo County Health and Human Services**"
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, County Auditor
2802 S. Business Hwy. 281
Edinburg, TX 78539
956-318-2511

17. Schedule of Events

Projected Proposal Opening, 9:30 A.M., October 15, 2014
Project/Anticipated Award Date: _____, 2014
Commence Work or Deliver Products **_____, 2014**

18. ~~Bid or Performance Bond and~~ **Debarment Certification**~~; Payment Under Contract:~~

~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~

All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

19. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter

pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest:

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

  Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

21. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by

submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and and benefits as required by Federal or State law. Successful proposers' officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the requirements.

27. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against

County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

28. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals shall be subject to County's approval Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

31. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

32. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

REQUEST FOR PROPOSAL

HIDALGO COUNTY
"SOFTWARE SERVICES FOR INDIGENT HEALTH CARE SYSTEM FOR HIDALGO COUNTY HEALTH AND HUMAN SERVICES"
RFP NO: 2014-276-10-15-YZV

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer:_____

Address:_____

_____

_____

By:_____

Printed Name:_____

EXHIBIT A

SPECIFICATIONS, REQUIREMENTS, AND SCOPE OF SERVICES

HIDALGO COUNTY

REQUEST FOR PROPOSAL

"SOFTWARE SERVICES FOR INDIGENT HEALTH CARE SYSTEM FOR HIDALGO COUNTY HEALTH AND HUMAN SERVICES"

RFP NO:2014-276-10-15-YZV

HIDALGO COUNTY
REQUEST FOR PROPOSAL
"Software Services for Indigent Health Care System for Hidalgo County Health and Human Services"
RFP Nº 2014-276-10-15-YZV

Overview:
The objective of this Request for Proposals (RFP) is to obtain proposals from qualified vendors that will provide Hidalgo County with "**Software Services for Indigent Health Care System for Hidalgo County Health and Human Services**" that are comparable or better in nature, quality, design, performance, reliability and maintainability to the specifications as stated herein for the Health and Human Services of Hidalgo County.

The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of **"Software Services for Indigent Health Care System for Hidalgo County Health and Human Services"** as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, October 15, 2014. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:
RFP Number: **2014-276-10-15-YZV**

The Submittal Envelope Must Show The RFP Number, Name And Opening Date.

:**US Postal Mail Address:**	**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

The following outlines the Request for Proposals:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at **WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN** Wednesday, October 08, 2014at 5:00 P.M. at (956) 318-2629 or via email to: **yolanda.velasquez@co.hidalgo.tx.us** Responses will be sent to all applicants via facsimile/email by Friday, October 10, 2014. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

DURATION OF CONTRACT: The initial term of the contract shall be for a **one *(1) year period from date of award of contract***, with the County's option for two (2) additional o***ne (1) Year*** extensions based on prior year's performance evaluation and contingent upon cost remaining unchanged.

Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "Grace Period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged.

DAVIS BACON ACT: (IF APPLICABLE)

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

SECTION II - RFP REQUIREMENTS

REQUEST FOR PROPOSALS:

The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:

This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

PROPOSER'S QUALIFICATIONS:

Hidalgo County is soliciting to contract with a proposer who is qualified, licensed and certified. The proposer who will directly perform the required services are required to have any and all applicable licenses, permits, credentials, qualifications to perform necessary services. Proposer must submit any and all applicable licenses, permits, credentials, qualifications with RFP. Photostat copies are acceptable

PERSONNEL AND STAFFING:

The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the proposer's credentials, education and experience with other entities is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:

This section will contain ***any/all*** licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as qualified.

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

SCOPE OF SERVICES

The Hidalgo County Health and Human Services Department is requesting sealed proposals on a Indigent Health Care System that can performs pre-screening, appointment scheduling, eligibility and billing functions as mandated by the Texas Health and Safety Code Title II, (C) Chapter 61 Indigent Health Care and Treatment Act. It must include all periodic Legislative Changes as part of the proposal. Participants need to perform a current system Analysis and submit a proposal that can utilize any existing Human Services equipment.

The proposed system must provide a Turn-key Solution that includes all hardware, software and updates, including but not limited to the following:

1. Provide statistics on how many applicants were seen, denied or referred and to what agencies.

ELIGIBILITY:

1. Ability to generate all state required forms automatically from data entered in to the computer system including but not limited to:

   - **Form 100:** Application for Health Care Assistance- Ability to input all information from Client data; Ability to print and save form in client files.

   - **Form 101:** CIHCP Worksheet- Ability to input all information into the worksheet; Ability to print and save worksheet in client files. Must round down on #18. Total Countable Income Calculation on page 4 (6. Budget Calculation)

   - **Form 101A:** Report of Changes-Ability to incorporate and save the form in the case record.

   - **Form 102:** Appointment Notice- Ability to input information regarding the client; ability to print and save the form in client file.

   - **Form 103:** Request for Information- Ability to input missing information and any other items needed on this form;

   - **Form 104:** Health Care Service Record; ability to print and save the form in client file.

   - **Form 105:** Monthly Financial Report; - Ability to generate report; ability to print and save report.

   - **Form 109:** Notice of Eligibility – Ability to print this form based on the information entered in the computer system; ability to print and save this form in client file.

   - **Form 117:** Notice off Ineligibility – Ability to print this form based on the information entered in the computer system; ability to print and save this form in client file.

   - **Form 128:** Employment Verification Form – Ability to generate, print and save form.

   - **Form 149:** Statement of Self-Employment Income- Ability to generate, print and save form.

   - **Form 300:** End of Year Report- Ability to generate, print and save form.

   - **Form 500:** Request for State Assistance Funds – Ability to generate, print and save form.

   NOTE: The above reference forms may be access for your review at the following web address:

   http://www.dshs.state.tx.us/cihcp/Program_Handbook/Revision_04-4/Forms_04-4/Formspg_04-4.shtm

2. Provide internet accessible software module for vendors to verify client eligibility status, claim status and prior authorization.
3. Provide a daily report of the clients whose benefits have terminated and automatically generate

Form 117 Notice of Ineligibility with the reason for the termination of benefits.

4. Provide statistical reports on the clients served such as number in the household, undocumented, US Citizens, Resident Aliens, male, female, children by age, etc.
5. Provide statistical reports on the workers productivity such as clients seen, time spent with client, no show clients, re-scheduled clients (with explanation), etc.
6. Ability to track what employee worked on the case and track modifications made by each employee.
7. Ability to track the time spent on each case, time arrived, time seen, and time spent with client.
8. Ability to track history of the case.
9. Ability to keep notes for all who worked on the case to view and add to.
10. Ability to scan and save documents associated with the client file.
11. Ability to document, calculate and save all data from prior months, especially prior month income.
12. Ability to track all Special Review cases and the reason for the special review.

APPOINTMENTS:

1. Provide appointment scheduler for 18+ Eligibility Specialist located at 12+ locations.
2. Ability to set appointment time gaps as determined by Human Services Director.
3. Ability to modify appointment schedule at the request of the Human Services Director.
4. Ability for the Human Services Director to view, analyze, and generate reports and statistics on the appointment schedule.
5. Ability to view and modify appointment schedule from any computer by authorized users.
6. Ability to track all modifications made to the appointment schedule.

BILLING:

1. Provide secure internet accessible software module for vendors to verify status of bills submitted for payment.
2. Ability to electronically transmit processed medical, hospital and pharmacy bills to authorized entity for bill payment.
3. Ability to track when clients receive Durable Medical Supplies (DME) and the quantity received.
4. Ability to track when clients receive frames and lenses.
5. Ability to track when clients received an eye exam.
6. Provide analytical and statistical report on types of services and all types of demographics such as city, age, gender, illness type and amount paid per client, etc.
7. Ability to track different reports such as most common CPT code, DRG, physicians, etc.
8. Ability to track which employee processes and modifies the data entered for each invoice.
9. Ability to verify that client is eligible for billed service on the date of service of the bill.
10. Ability to process the following billed services:
    - Advanced practice Nurse
    - Ambulatory Surgical Center
    - Certified Registered Nurse Anesthesia
    - Colostomy Medical Supplies
    - Counseling Services
    - Dental Care
    - Diabetic Supplies & Equipment
    - ER Medical Services
    - Home & Community Health
    - Hospital Inpatient
    - Hospital Outpatient

- Lab X-Ray Services
- Physicians
- Physician Assistant (PA)
- Vision Care
- State Contract Hospital
- Reimbursements
- Other Services

11. Ability to process Pharmacy bills based on Third Party Administrator approved contract rates.
12. Ability to separate invoices based on year of service for auditing purposes. (Fiscal versus Calendar Year)
13. Ability to calculate DSHS limit of $30,000 and/or 30 – day hospital stay per client and not allow any bills to be processed once the cap has been met.
14. Ability to keep track of clients who are close to $30,0000 fiscal year limit by service date and ability to track hospital days.
15. Ability to track the 3 prescriptions per month per client and not allow any prescriptions to be processed once the cap has been met.
16. Ability to track if claims are not received past 95 days from the date of certification or date of service.
17. Ability to calculate Hidalgo County 6% and 8% GTRL.
18. Ability to calculate and forecast when Hidalgo County will meet and/ or exceed 6% and 8% GTRL.
19. Ability to determine and notify staff if Hidalgo County is processing a duplicate invoice, no matter what medical procedure was originally charged.
20. Ability to enter multiple dates of service per invoice.
21. Ability to maintain and update all CPT and DRG codes on a regular basis.
22. Ability to look up DRG codes using the codes on UBØ4.
23. Ability to use Ambulatory Surgical Codes for payment.
24. Ability to have multiple users seeing notes for a client file.
25. Ability to do a reverse look up for a DRG code if we have a type of service but no DRG code.
26. Ability to generate a rejection form for all rejected claims.
27. Ability to calculate payable amount for anesthesia services using only units.

TRAINING AND TECHNICAL SUPPORT:

1. Provide post implementation training to all Human Services staff at our location
2. Provide annual training as requested by the Human Services director
3. Provide 24 hour/ 7 day technical support and respond to our call within 12 hours
4. Provide modifications to the program as needed to meet the changes needs of the Human Services Department.
5. Provide mandatory change of passwords every 90 days.
6. If software is a hosted solution, a copy of the backup/restore procedures, business continuity plan and disaster recovery plan must be provided.
7. All HIPAA compliance standards must be met and certification letter provided.

OTHER SERVICES (Optional):

1. Ability to access the Texas Medicaid Healthcare Partnership (TMHP) to verify Medicaid eligibility.
2. Ability to flag or notify us when an Appellant client is put on Medicaid regardless if the client is active or not and to provide us with the add date.
3. Ability to notify provider for reimbursements once client has been approved for Medicaid benefits.
4. Ability to create an identification badge for client.

5. Ability to accept secure electronic Billing from vendors (providers).
6. Ability to scan and save documents associated with bill payment in to the vendor (provider) file.

The computer hardware and software that best meets or exceeds the current and future requirements of the Hidalgo County Health and Human Services Department, and which will best provide the supporting tools and services for the Hidalgo County Health and Human Services Department needed to serve the residents of Hidalgo County will be awarded.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer(s) is to provide a proposed fee based on the scope of services/work requested.

All costs and expenses associated with the preparation and submission of (bids, proposals, statements of qualifications (RFQ) and quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

SECTION III – SELECTION/EVALUATION/RANKING

A. SELECTION/EVALUATION/RANKING PROCESS:

The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest fees, but shall take into consideration other factors, including past experience, evidence of good organization background, references, ability to provide requested services, and any other factors found necessary for quality services. Hidalgo County Health and Human Services will evaluate the proposal(s) utilizing the evaluation criteria outlined in Exhibit "B" attached herein. Thereafter, Hidalgo County Commissioners Court will rank and/or award this proposal.

Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County including, but not be limited to, the items listed below:

1. **Capability and Software Performance:** **30 points**
   Company must state the approach and describe the modeling they have done to meet said specifications and/or requirements. Capability in achieving software performance and services required by the County of Hidalgo.

2. **Technical Support and Requirements:** **30 points**
   Ease of communicating with company's technical support and the company's ability to provide all requirements as stated in the proposal.

3. **Ability to commit to all Services Required:** **20 points**
   Company should provide as much background information as to similar services to City, County or any other governmental agencies. Company should identify three (3) counties and appropriate contacts for verification of implementation of the system software. Reference information should be as current as possible. Qualified/trained person should be able to diagnose and/or implement software as requested in scope of work.

4. **Maintenance, Training, Support and Service**: **20 points**
   In considering the proposals, Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous, including but not limited to software price, upgrades and services, maintenance and warranty.

Total: 100 Points

B. RANKING OF PROPOSALS:

Hidalgo County Health and Human Services Department will evaluate and score the RFP responses. After the RFPs have been evaluated and scored, Hidalgo County Health and Human Services Department will make a recommendation to Hidalgo County Commissioners Court for approval of rank and/or award of proposal.

C. NEGOTIATION PROCESS:

Compliance with all requirements, the most cost productive, efficient and effective system will be considered. Emphasis will be placed on capability to perform within the software system as well as meeting the needs of Hidalgo County Health and Human Services. Performance and reliability are essential. If negotiations proved unsuccessful, the next highest ranked proposer will be contacted. Hidalgo County reserves the right to reject any and all RFPs.

EXHIBIT "B"

SELECTION/EVALUATION CRITERIA

REQUEST FOR PROPOSALS

HIDALGO COUNTY

"SOFTWARE SERVICES FOR INDIGENT HEALTH CARE SYSTEM FOR HIDALGO COUNTY HEALTH AND HUMAN SERVICES"

RFP № 2014-276-10-15-YZV

HIDALGO COUNTY

"SOFTWARE SERVICES FOR INDIGENT HEALTH CARE SYSTEM FOR HIDALGO COUNTY HEALTH AND HUMAN SERVICES"

EVALUATION CRITERIA

The evaluation criteria will include, but not be limited to, the items listed below:

1 **Capability and Software Performance**: **30 points**
Company must state the approach and describe the modeling they have done to meet said specifications and/or requirements. Capability in achieving software performance and services required by Hidalgo County.

2 **Technical Support and Requirements**: **30 points**
Ease of communicating with company's technical support and the company's ability to provide all requirements as stated in the proposal.

3 **Ability to commit to all Services Required:** **20 points**
Ease of communicating with company's technical support and the company's ability to provide all requirements as stated in the proposal. Does the proposed imaging solution have a turnkey installation and include all necessary hardware and software support services.

4 **Maintenance, Training, Support and Service:** **20 points**
In consideration the proposals, Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous, including but not limited to software price, upgrades, services, maintenance and warranty.

HIDALGO COUNTY
"SOFTWARE SERVICES FOR INDIGENT HEALTH CARE SYSTEM FOR HIDALGO COUNTY HEALTH AND HUMAN SERVICES"

RFP EVALUATION FORM

	Selection Criteria	Maximum Points	Score
1	**Capability and Software Performance:**	**0-30 pts**	_____

Comments/Rationale for Points:_____
_____
_____

2	**Technical Support and Requirements:**	**0-30 pts**	_____

Comments/Rationale for Points:_____
_____
_____

3	**Ability to Commit to all Services Required:**	**0-20 points**	_____

Comments/Rationale for Points:_____
_____
_____

4	**Maintenance, Training, Support and Services:**	**0-20 points**	_____

Comments/Rationale for Points:_____
_____
_____

	Total	100%	**Score** _____

Provider:_____

Evaluator: _____ Date:_____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

___ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

___ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $ _____ General Liability: $_____

___ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Companys' obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses:_____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other:_____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006. Local Government Code. An offense under this section is a Class C misdemeanor.	OFFICE USE ONLY Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 20___.

_____

Notary Public

My commission expires:_____, 20___.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )

dba Name:

Legal Name:

Mailing Address : Fax No. ( )

Physical Address:

City, State, Zip Tax I.D. No.

Remit to Address : City, State, Zip

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
☐ Distributor ☐ Service Organization ☐ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business: _____ Disadvantaged Business (At Least 51% Ownership)

☐ ess than 125,000 annual gross receipt
☐ ss than 250,000 annual gross receipt
☐ ss than 499,000 annual gross receipt
☐ ore than 500,000 annual gross receipt

☐ Black American
☐ Hispanic American
☐ Asian Pacific American

☐ Native American
☐ Women
☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

Employer identification number
☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-14-276-00-00

THIS CONTRACT is made and entered into this ___ day of _____, **2014** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and a Texas Corporation.("Company").

WHEREAS, Company responded to advertised notices for bids for **"Software Services for Indigent Health Care System for Hidalgo County"** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of Request for Proposals (RFP) Procurement Packet and Proposal being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to **Hidalgo County Health and Human Services Department**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term

of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Department Head,** or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one (1) year beginning _____, **2014** and ending on_____, **2015** . The County shall have the sole option to extend this Contract for two (2) additional one (1) year term(s). County shall provide the Company a minimum of sixty (60) days notice of its intent to renew this Contract for each additional one (1) year term. County also reserves the right to continue this Contract for an additional sixty (60) day Grace Period at the end of any term, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

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6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted quarterly by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and

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shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
302 W. University Drive
Edinburg, Texas 78539

If to Company

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ten (10) days written notice to Contractor. County agrees, however, to use reasonable efforts to secure

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funds necessary for the continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann.§ 271.903 (Vernon Supp. 1995).

18. 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 the parties hereto, and not otherwise.

19. **Immunities:** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

DRAFT

WITNESS our hands in duplicate originals this_____ day of _____, 2014.

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:
By:_____

Printed Name:_____

Title:_____

APPROVED AS TO FORM:
District Attorney's Office

By:_____
Josephine Ramirez, Asst. DA

DRAFT

EXHIBIT "A"

- SPECIFICATIONS/REQUIREMENTS
- RFP PROCUREMENT PACKET

DRAFT

EXHIBIT "B"

- **PRICING PROPOSAL** (Section 4)
- **Vendors' Proposal**

DRAFT

DRAFT

EXHIBIT "C"

CERTIFICATE OF INSURANCE

EXHIBIT "B"

- **PRICING PROPOSAL** (Section 4)
- **Vendors' Proposal**

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM
(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

To: Abram Gordon
Network Science, Inc.

From: Yolanda Z. Velasquez, Buyer III for:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Date: December 01, 2014

Re: Best and Final Offer –RFP NO: 2014-276-10-15YZV
"Indigent Health Care Computer Software"

Pursuant to action taken by Hidalgo County Commissioners' Court on Monday, November 10, 2014 please be advised that you have been selected (ranked #1) to enter into negotiations with County of Hidalgo for the above referenced project.

The Hidalgo County Purchasing Department is asking for you to submit a best and final offer for the proposed scoped of work and services for the mentioned project.

We request that you submit a proposed "Best and Final Offer" by no later than 10:00 a.m. on Wednesday, December 03, 2014.

Best and final offer of the proposed contract rate$ 100,200.00 .

We ask that you approve by signing below acknowledgment of receipt with commitment to submit by deadline and return via email or fax to (956 292-7612 pr via email to: yolanda.velasquez@co.hidalgo.tx.us

Signed: John B. Wise **Title:** CEO

Printed Name: John B. Wise **Date:** 12/02/14

Section 5: Pricing Proposal

Price is for comprehensive solution with all required features as named and explained in specifications of RFP:

Total Solution for up to 30 Concurrent Users with required functionality:
97,800 per year .

There are no costs for set-up, implementation or training. Price includes 7am – 6pm Level 3 Support; 24/7 support is an additional $5000 per year

Price for Adding Optional Features listed in RFP

1. **Direct and Integrated TMHP Verification**: $200 per month for Hidalgo County (not a per user fee)
2. **Appellant client flag**: $0 - Included in TMHP solution price above
3. **Notify provider for reimbursements once client has been approved**: $0 - Included in TMHP solution price above
4. **ID Badge**: $500 1-time set up fee plus cost of digital camera if Hidalgo County wants client pictures included on the ID Badge. Other costs applicable depending on scope of work.
5. **Ability to accept secure electronic billing from vendors (providers):** Pricing depends on final scope of work.
6. **Ability to scan and save documents associated with bill payment**: $400 per month for Hidalgo County (not a per user fee).

EXHIBIT "C"

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/11/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Nader Mdeway
Keystone Insurance Services, Inc. P.O. Box 9127 Austin, TX 78766	PHONE (A/C, No, Ext): (512) 257-8000 FAX (A/C, No): E-MAIL ADDRESS: nmdeway@mykeystoneins.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	American Casualty Co Of Reading, PA	20427
INSURER B :	The Travelers Indemnity Company	25658
INSURER C :	Continental Casualty Company	20443
INSURER D :		
INSURER E :		
INSURER F :		

INSURED: Network Sciences, Inc.
11044 RESEARCH BLVD #B-210
Austin, TX 78759

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC			B 4034635128	06/14/14	06/14/15	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS			B 4034635128	06/14/14	06/14/15	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			B 4034635209	06/14/14	06/14/15	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-0C335695	06/20/14	06/20/15	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Business Personal Property			B 4034635128	06/14/14	06/14/15	Replacement Cost as applicable per policy	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Those usual to the Insured's operations.

CERTIFICATE HOLDER

Hidalgo County Health & Human Services Dept.
1304 S. 25th St.
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Nader Mdeway /Pres.
Keystone Insurance Services, Inc.

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Zimbra **yolanda.velasquez@co.hidalgo.tx.us**

RE: C-14-276-12-16-Indigent Health Care Computer Software-Health & Human Services Dept.

From : Michael Garza <michael.garza@da.co.hidalgo.tx.us> Mon, Dec 08, 2014 08:39 AM

Subject : RE: C-14-276-12-16-Indigent Health Care Computer Software-Health & Human Services Dept.

To : 'Martha Salazar' <martha.salazar@co.hidalgo.tx.us>

Cc : 'Yolanda Velasquez' <yolanda.velasquez@co.hidalgo.tx.us>, 'josephine ramirez' <josephine.ramirez@da.co.hidalgo.tx.us>

Reply To : michael garza <michael.garza@da.co.hidalgo.tx.us>

Ms. Salazar,

The agreement is approved as to form. Please let us know if we can be of further assistance.

Michael Garza
Assistant Criminal District Attorney
County Affairs Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3824
(956) 318-2079 FAX
michael.garza@da.co.hidalgo.tx.us

****
The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO michael.garza@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**
****

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, December 05, 2014 3:33 PM
To: michael garza
Cc: Yolanda Velasquez; josephine ramirez
Subject: Fwd: C-14-276-12-16-Indigent Health Care Computer Software-Health & Human Services Dept.

Mr. Garza:
Status, please?
Thanks,
Marty S.

From: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Friday, December 5, 2014 1:43:29 PM
Subject: Fwd: C-14-276-12-16-Indigent Health Care Computer Software-Health & Human Services Dept.

Mrs. Marty,
Just following up to see if you have heard from legal on above mentioned.

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

From: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
To: "josephine ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>, "michael garza" <michael.garza@da.co.hidalgo.tx.us>
Cc: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>, "darlene betancourt" <darlene.betancourt@co.hidalgo.tx.us>
Sent: Wednesday, December 3, 2014 10:52:49 AM
Subject: Fwd: C-14-276-12-16-Indigent Health Care Computer Software-Health & Human Services Dept.

Hon. Michael Garza:
Please review and comment as to form (of which you have seen in draft form).
Thanks,
Marty

From: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>

To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Cc: "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>
Sent: Wednesday, December 3, 2014 10:26:20 AM
Subject: C-14-276-12-16-Indigent Health Care Computer Software-Health & Human Services Dept.

Good morning,

Please forward to legal for approval as to form. Draft was previously approved by Michael Garza. I have placed an agenda for the 16th of December.

Thank you.

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

AI -47732 **Purchasing Department** **24. F. 1.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Acceptance and approval to award proposal received in the amount of $5,288.39 from Herrera and Hunt, Inc., awarded Job Order Contractor through County's participation with HCDE-Choice Facility Partners JOC contract No. JOC-09-040JC-07, for the project: Hidalgo County -"Additional Roof Drain Repairs for the Old Administration Building". (2014-269C-MSS).

B. Due to urgent need and to avoid work stoppage for the Renovations at the Old Administration Building, requesting ratification of issuance of the Purchase Order #714344 for a proposal received from JOC Awarded contractor, Herrera & Hunt through County's Participation with HCDE -Choice Facility Partners JOC Contract No. JOC-09-040JC-07, in the amount of $13,277.05 for "The Installation of two roof drains".

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1342-419-40-220-043-0-452

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

BUDGETARY IMPACT:

PO# 714344

Attachments

H&H Proposal -Additional Roof Drain Pipes for OLD ADMIN

Price Verification

PO 714344 Issued to Herrera & Hunt

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/12/2014 05:29 PM
Budget & Management	Veronica Ortiz	12/12/2014 05:36 PM
Auditor's Office	Monica Badillo	12/12/2014 08:19 PM

Form Started By: Moises Salazar Started On: 12/09/2014
Final Approval Date: 12/12/2014

HERRERA & HUNT, INC.
PO BOX 49
ALAMO, TX 78516

CHOICE PARTNERS

JOC - 09-040JC-07

DELIVERY ORDER REQUEST

Client: HIDALGO COUNTY **Date:** 9/26/2014

Project: Administration Building Roof Drains #2

Location: Edinburg, TX

Project Summary: Installation of two additional roof drains

Order Calculation Criteria: Facilities & Commercial Renovation / Unit / Repair & Remodeling / McAllen / Year 2014 Qtr 3

Averages based on quantity and unit prices from RS Means			$ 7,683.47
Competitive Bid Coefficient	0.87	X	
Choice Facilities			$ 6,684.62
Adjustments			
Customer Credit			$ -$1,396.23
			$ 5,288.39
Permits & Fees (If any, otherwise $0.00)	2%		$
			$ 5,288.39
Architectural & Engineering Fees	____%		$
			$ 5,288.39
	Sub Total		5,288.39
Payment Bond	3%		$
			$ 0.00
	Delivery Order Request Quote		$ 5,288.39

Gilbert Herrera 9/26/14 Date

Herrera & Hunt, Inc. - Choice Partners Contract # 09-040JC-07

Date: 26-Sep-14

Hidalgo County Admin Bldg Roof Drains Pha
Year 2014 Quarter 3
Unit Detail Report

Prepared By:
Gilbert Herrera
Herrera and Hunt Inc

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01 General Requirements					
013113200260	Field personnel, superintendent, average	0.40	Week	$3,350.00	$1,340.00
Division 01 General Requirements Subtotal					**$1,340.00**
Division 22 Plumbing					
220505101980	Pipe hanger / support, selective demolition	20.00	Ea.	$5.40	$108.00
220505102100	Pipe, metal pipe, 4" to 6" diam., selective demolition	75.00	L.F.	$8.61	$645.75
220719108220	Insulation, pipe covering (price copper tube one size less than I.P.S.), rubber tubing flexible closed cell foam, 1/2" wall, 4" iron pipe size	75.00	L.F.	$8.18	$613.50
220719108440	Insulation, pipe covering (price copper tube one size less than I.P.S.), rubber tubing flexible closed cell foam, 3/4" wall, 6" iron pipe size	33.00	L.F.	$12.84	$423.72
221113741150	Pipe, plastic, PVC, high impact/pressure, 4" diameter, schedule 80, includes couplings 10' OC, and hangers 3 per 10'	75.00	L.F.	$60.70	$4,552.50
Division 22 Plumbing Subtotal					**$6,343.47**

Subtotal		**$7,683.47**
General Contractor's Markup on Subs	**0.00%**	**$0.00**
Subtotal		**$7,683.47**
General Conditions	**0.00%**	**$0.00**
Subtotal		**$7,683.47**
General Contractor's Overhead and Profit	**0.00%**	**$0.00**
Grand Total		**$7,683.47**

Old Admin Renovations

Facilities
Edinburg, TX, 78539
Date: 28-Oct-14

RSMeans -Price Verification

Old Admin -Roof Drains -Additional Drains
Year 2014 Quarter 3
Unit Detail Report

Prepared By:
Purchasing Department
Hidalgo County

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01 General Requirements					
013113200260	Field personnel, superintendent, average	0.40	Week	$3,350.00	$1,340.00
Division 01 General Requirements Subtotal					**$1,340.00**
Division 22 Plumbing					
220505101980	Pipe hanger / support, selective demolition	20.00	Ea.	$5.40	$108.00
220505102100	Pipe, metal pipe, 4" to 6" diam., selective demolition	75.00	L.F.	$8.61	$645.75
220719108220	Insulation, pipe covering (price copper tube one size less than I.P.S.), rubber tubing flexible closed cell foam, 1/2" wall, 4" iron pipe size	75.00	L.F.	$8.18	$613.50
220719108440	Insulation, pipe covering (price copper tube one size less than I.P.S.), rubber tubing flexible closed cell foam, 3/4" wall, 6" iron pipe size	33.00	L.F.	$12.84	$423.72
221113741150	Pipe, plastic, PVC, high impact/pressure, 4" diameter, schedule 80, includes couplings 10' OC, and hangers 3 per 10'	75.00	L.F.	$60.70	$4,552.50
Division 22 Plumbing Subtotal					**$6,343.47**

Subtotal		**$7,683.47**
General Contractor's Markup on Subs	**0.00%**	**$0.00**
Subtotal		**$7,683.47**
General Conditions	**0.00%**	**$0.00**
Subtotal		**$7,683.47**
General Contractor's Overhead and Profit	**0.00%**	**$0.00**
Grand Total		**$7,683.47**

Old Admin Renovations
Facilities
Edinburg, TX, 78539
Date: 28-Oct-14

Old Admin -Roof Drains -Additional Drains
Year 2014 Quarter 3
Unit Summary Report

Prepared By:
Purchasing Department
Hidalgo County

Division Description			Total
Division 01	General Requirements		$1,340.00
Division 22	Plumbing		$6,343.47
Subtotal			$7,683.47
General Contractor's Markup on Subs		0.00%	$0.00
Subtotal			$7,683.47
General Conditions		0.00%	$0.00
Subtotal			$7,683.47
General Contractor's Overhead and Profit		0.00%	$0.00
Grand Total			$7,683.47

® 2014

Purchase Order
COUNTY OF HIDALGO

PO# 714344

DATE: 09/10/14

PO TYPE:

VENDOR: 347868

PHONE: (956)459-1696

Fax: (956)233-5836

REQ: 00263161

EMAIL:

HERRERA & HUNT, INC
P.O. BOX 49
ALAMO TX 78516

SHIP TO: FACILITIES MANAGEMENT DEPARTMENT
3100 S. BUSINESS HWY 281
EDINBURG TX 78539

CONTACT:

SITE: FACILITIES MANAGEMENT

CONTRACT NO: JOC-09-040JC-07

SPECIAL INSTRUCTIONS: REQ # 794

VENDOR NOTES

1. Do not add to, or alter this Purchase Order. This Order is not renewable.
2. TAX EXEMPTION: This Purchase Order may be accepted in lieu of Exemption Certificate.
3. This Order is also placed F.O.B. Destination. Vendor must repay all shipping costs.
4. Invoice each Purchase Order singly. Original invoices are required customer copy may be accepted. Out number must appear on all invoices, bills of lading, and packages.
5. Payment will be made only for bona fide and full completed orders, unless otherwise attached.

QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER JOC-09-040JC-07		
1.00	EACH	CO 013113200160 FIELD PERSONNEL, GENERAL PURPOSE LABORER, AVERAGE	2,400.00	2,400.00
1.00	EACH	CO 013113200260 FIELD PERSONNEL, SUPERINTENDENT, AVERAGE	3,350.00	3,350.00
20.00	EACH	CO 220505101980 PIPE HANGER/SUPPORT, SELECTIVE DEMOLITION	5.40	108.00
20.00	EACH	CO 220505101980 LABOR ADJUSTMENT FACTOR, GENERAL, ADD TO LABOR FOR WORKING IN EXISTING OCCUPIED OFFICE BUILDING	1.35	27.00
20.00	EACH	CO 220505101980 LABOR ADJUSTMENT FACOTR, GENERAL, 10' TO 14.5' HIGH, TO LABOR FOR ELEVATED INSTALLATION, ADD	.54	10.80
114.00	FT	CO 220505102100 PIPE, METAL PIPE, 4'' TO 6'' DIAM., SLECTIVE DEMOLITION	8.61	981.54
114.13	EACH	CO 220505102100 LABOR ADJUSTMENT FACTOR, GENERAL, ADD TO LABOR FOR WORKING IN EXISTING OCCUPIED OFFICE BUILDING	2.15	245.38
114.13	EACH	CO 220505102100 LABOR ADJUSTMENT FACTOR, GENERAL, 10' TO 14.5' HIGH, TO LABOR FOR ELEVATED INSTALLATION, ADD	.86	98.15
115.00	FT	CO 220719108220 INSULATION, PIPE COVERING (PRICE COPPERTUBE ONE SIZE LESS THAN I.P.S), RUBBER TUBING FLEXIBLE CLOSEDCELL FOAM, 1/2'' WALL, 4'' IRON PIPE SIZE	8.18	940.70
115.00	EACH	CO 220719108220 LABOR ADJUSTMENT FACTOR, GENERAL, ADD TO LABOR FOR WORKING IN EXISTING OCCUPIED OFFICE BUILDING	1.23	141.45
115.50	FT	CO 221113741150 PIPE, PLASTIC, PVC, HIGH IMPACT/PRESSURE, 4'' DIAMETER, SCHEDULE 80, INCLUDES COUPLINGS 10' OC, AND HANGERS 3 PER 10'	60.69	7,009.70
115.37	EACH	CO 221113411150 LABOR ADJUSTMENT FACTOR, GENERAL, ADD TO LABOR FOR WORKING IN EXISTING OCCUPIED OFFICE BUILDING	4.57	527.24
115.25	EACH	CO 221113741150 LABOR ADJUSTMENT FACTOR, GENERAL, 10' TO 14.5' HIGH, TO LABOR FOR ELEVATED INSTALLATION	1.83	210.91
10.00	FT	CO 221113742540 PIPE, PLASTIC, PVC, 4'' DIAMETER, SCHEDULE 80, INCLUDES COUPLINGS 10' OC, AND HANGERS 3 PER 10'	37.59	375.90
9.99	EACH	CO 221113742540 LABOR ADJUSTMENT FACTOR, GENERAL, ADD TO LABOR FOR WORKING IN EXISTING OCCUPIED OFFICE BUILDING	4.57	45.65
9.98	EACH	CO 221113742540 LABOR ADJUSTMENT FACTOR, GENERAL, 10' TO 14.5' HIGH, TO LABOR FOR ELEVATED INSTALLATION, ADD	1.83	18.26
1.00	FT	CO 221113744480 PIPE, PLASTIC, PVC, 4'' DIAMETER, DWV, SCHEDULE 40, INCLUDES COUPLINGS 10' OC, AND HANGERS 3 PER 10'	26.23	26.23
1.00	EACH	CO 221113744480 LABOR ADJUSTMENT FACTOR, GENERAL, ADD TO LABOR FOR WORKING IN EXISTING OCCUPIED OFFICE BUILDING	4.40	4.40

Authorized by: Martha L Salazar

Purchase Order
COUNTY OF HIDALGO

PO# 714344

DATE: 09/10/14

PO TYPE:

VENDOR: 347868

PHONE: (956)459-1696

Fax: (956)233-5836

REQ: 00263161

EMAIL:

HERRERA & HUNT, INC
P.O. BOX 49
ALAMO TX 78516

SHIP TO: FACILITIES MANAGEMENT DEPARTMENT
3100 S. BUSINESS HWY 281
EDINBURG TX 78539

CONTACT:

SITE: FACILITIES MANAGEMENT

CONTRACT NO: JOC-09-040JC-07

SPECIAL INSTRUCTIONS: REQ # 794

VENDOR NOTES

1. Do not add to, or alter this Purchase Order. This Order is not renewable.
2. TAX EXEMPTION: This Purchase Order may be accepted in lieu of Exemption Certificate.
3. This Order is also placed F.O.B. Destination. Vendor must repay all shipping costs.
4. Invoice each Purchase Order singly. Original invoices are required customer copy may be accepted. Out number must appear on all invoices, bills of lading, and packages.
5. Payment will be made only for bona fide and full completed orders, unless otherwise attached.

QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	EACH	CO 221113744480 LABOR ADJUSTMENT FACTOR, 10' TO 14.5' HIGH, TO LABOR FOR ELEVATED INSTALLATION, ADD	1.76	1.76
4.00	EACH	CO 221113762840 ELBOW, 90 DEG., PLASTIC, PVC, WHITE, SOCKET JOINT, 4'', SCHEDULE 40	65.62	262.48
2.00	EACH	CO 221113763060 ELBOW, 45 DEG., PLASTIC, PVC, WHITE, SOCKET JOINT, 4'', SCHEDULE 40	71.75	143.50
2.00	EACH	CO 221113763060 LABOR ADJUSTMENT FACTOR, GENERAL, ADD TO LABOR FOR WORKING IN EXISTING OCCUPIED OFFICE BUILDING	11.57	23.14
2.00	EACH	CO 221113764908 WYE, PLASTIC, ABS, NON-PRESSURE, SOCKET JOINT, 4'', TYPE DWV	148.13	296.26
2.00	EACH	CO 221113765318 COMBINATION Y & 1/8 BEND, PLASTIC, PVC, SOCKET JOINT, 4'', TYPE DWV, SCHEDULE 40	159.45	318.90
2.00	EACH	CO 221113765318 LABOR ADJUSTMENT FACTOR, GENERAL, ADD TO LABOR FOR WORKINGIN EXISTING OCCUPIED OFFICE BUILDING	19.24	38.48
1.00	EACH	CO 221113765357 WYE, PLASTIC, PVC, DOUBLE, REDUCING, SOCKET JOINT, 6'' X 4'', TYPE DWV, SCHEDULE 40	450.82	450.82
2.00	QTR	CO 221113765450 CEMENT, PLASTIC, SOLVENT FOR PVC, INDUSTRIAL GRADE, QUART	36.78	73.56
1.00	EACH	CO COMPETITIVE BID COEFFICIENT CHOICE FACILITIES 0.87	-4,853.16	-4,853.16
		TOTAL:		13,277.05

REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233

****
For Hidalgo County use only

4-1342-419-40-220-043-0-452 13,277.05

Authorized by: Martha L Salazar MW

HERRERA & HUNT, INC.
PO BOX 49
ALAMO, TX 78516

CHOICE PARTNERS

JOC - 09-040JC-07

DELIVERY ORDER REQUEST

Client: HIDALGO COUNTY **Date:** 8/28/2014

Project: Administration Building Roof Drains

Location: Edinburg, TX

Project Summary: Installation of two roof drains

Order Calculation Criteria: Facilities & Commercial Renovation / Unit / Repair & Remodeling / McAllen / Year 2014 Qtr 3

Averages based on quantity and unit prices from RS Means			$ 18,130.21
Competitive Bid Coefficient	0.87	X	
Choice Facilities			$ 15,773.28
Adjustments			
Customer Credit			$ -$2,496.23
			$ 13,277.05
Permits & Fees (If any, otherwise $0.00)	2%		$
			$ 13,277.05
Architectural & Engineering Fees	____%		$
			$ 13,277.05
	Sub Total		13,277.05
Payment Bond	3%		$
			$ 0.00
	Delivery Order Request Quote		$ 13,277.05

Gilbert Herrera — 8/28/14 (Date)

Herrera & Hunt, Inc. - Choice Partners Contract # 09-040JC-07

Edinburg, Texas, 78539
Date: 28-Aug-14

Hidalgo County Administration Building Roof
Year 2014 Quarter 3
Unit Detail Report

Prepared By:
Gilbert Herrera
Herrera and Hunt Inc

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01 General Requirements					
013113200160	Field personnel, general purpose laborer, average	1.00	Week	$2,400.00	$2,400.00
013113200260	Field personnel, superintendent, average	1.00	Week	$3,350.00	$3,350.00
Division 01 General Requirements Subtotal					**$5,750.00**
Division 22 Plumbing					
220505101980	Pipe hanger / support, selective demolition	20.00	Ea.	$5.40	$108.00
220505101980	Labor adjustment factor, general, add to labor for working in existing occupied office building	1.00		$1.35	$27.00
220505101980	Labor adjustment factor, general, 10' to 14.5' high, to labor for elevated installation, add	1.00		$0.54	$10.80
220505102100	Pipe, metal pipe, 4" to 6" diam., selective demolition	114.00	L.F.	$8.61	$981.54
220505102100	Labor adjustment factor, general, add to labor for working in existing occupied office building	1.00		$2.15	$245.38
220505102100	Labor adjustment factor, general, 10' to 14.5' high, to labor for elevated installation, add	1.00		$0.86	$98.15
220719108220	Insulation, pipe covering (price copper tube one size less than I.P.S.), rubber tubing flexible closed cell foam, 1/2" wall, 4" iron pipe size	115.00	L.F.	$8.18	$940.70
220719108220	Labor adjustment factor, general, add to labor for working in existing occupied office building	1.00		$1.23	$141.45
221113741150	Pipe, plastic, PVC, high impact/pressure, 4" diameter, schedule 80, includes couplings 10' OC, and hangers 3 per 10'	115.50	L.F.	$60.69	$7,009.70
221113741150	Labor adjustment factor, general, add to labor for working in existing occupied office building	1.00		$4.57	$527.26
221113741150	Labor adjustment factor, general, 10' to 14.5' high, to labor for elevated installation, add	1.00		$1.83	$210.90
221113742540	Pipe, plastic, PVC, 4" diameter, schedule 80, includes couplings 10' OC, and hangers 3 per 10'	10.00	L.F.	$37.59	$375.90
221113742540	Labor adjustment factor, general, add to labor for working in existing occupied office building	1.00		$4.57	$45.65

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
221113742540	Labor adjustment factor, general, 10' to 14.5' high, to labor for elevated installation, add	1.00		$1.83	$18.26
221113744480	Pipe, plastic, PVC, 4" diameter, DWV, schedule 40, includes couplings 10' OC, and hangers 3 per 10'	1.00	L.F.	$26.23	$26.23
221113744480	Labor adjustment factor, general, add to labor for working in existing occupied office building	1.00		$4.40	$4.40
221113744480	Labor adjustment factor, general, 10' to 14.5' high, to labor for elevated installation, add	1.00		$1.76	$1.76
221113762840	Elbow, 90 Deg., plastic, PVC, white, socket joint, 4", schedule 40	4.00	Ea.	$65.62	$262.48
221113763060	Elbow, 45 Deg., plastic, PVC, white, socket joint, 4", schedule 40	2.00	Ea.	$71.75	$143.50
221113763060	Labor adjustment factor, general, add to labor for working in existing occupied office building	1.00		$11.57	$23.14
221113764908	Wye, plastic, ABS, non-pressure, socket joint, 4", type DWV	2.00	Ea.	$148.13	$296.26
221113765318	Combination Y & 1/8 bend, plastic, PVC, socket joint, 4", type DWV, schedule 40	2.00	Ea.	$159.45	$318.90
221113765318	Labor adjustment factor, general, add to labor for working in existing occupied office building	1.00		$19.24	$38.47
221113765357	Wye, plastic, PVC, double, reducing, socket joint, 6" x 4", type DWV, schedule 40	1.00	Ea.	$450.82	$450.82
221113765450	Cement, plastic, solvent for PVC, industrial grade, quart	2.00	Qt.	$36.78	$73.56
Division 22 Plumbing Subtotal					**$12,380.21**

Subtotal		**$18,130.21**
General Contractor's Markup on Subs	**0.00%**	**$0.00**
Subtotal		**$18,130.21**
General Conditions	**0.00%**	**$0.00**
Subtotal		**$18,130.21**
General Contractor's Overhead and Profit	**0.00%**	**$0.00**
Grand Total		**$18,130.21**

FACILITIES MANAGEMENT

100 E. Cano
Edinburg, TX, 78539
Date: 28-Aug-14

Price Verification

Old Admin -Roof Drains
Year 2014 Quarter 3
Unit Detail Report

Prepared By:
Purchasing Department
Hidalgo County

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01 General Requirements					
013113200160	Field personnel, general purpose laborer, average	1.00	Week	$2,400.00	$2,400.00
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221113741150	Pipe, plastic, PVC, high impact/pressure, 4" diameter, schedule 80, includes couplings 10' OC, and hangers 3 per 10'	115.50	L.F.	$60.70	$7,010.85
221113741150	Labor adjustment factor, general, add to labor for working in existing occupied office building	1.00		$4.57	$527.26
221113741150	Labor adjustment factor, general, 10' to 14.5' high, to labor for elevated installation, add	1.00		$1.83	$210.90
221113742540	Pipe, plastic, PVC, 4" diameter, schedule 80, includes couplings 10' OC, and hangers 3 per 10'	10.00	L.F.	$37.59	$375.90
221113742540	Labor adjustment factor, general, add to labor for working in existing occupied office building	1.00		$4.57	$45.65

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
221113742540	Labor adjustment factor, general, 10' to 14.5' high, to labor for elevated installation, add	1.00		$1.83	$18.26
221113744480	Pipe, plastic, PVC, 4" diameter, DWV, schedule 40, includes couplings 10' OC, and hangers 3 per 10'	1.00	L.F.	$26.23	$26.23
221113744480	Labor adjustment factor, general, add to labor for working in existing occupied office building	1.00		$4.40	$4.40
221113744480	Labor adjustment factor, general, 10' to 14.5' high, to labor for elevated installation, add	1.00		$1.76	$1.76
221113762840	Elbow, 90 Deg., plastic, PVC, white, socket joint, 4", schedule 40	4.00	Ea.	$65.62	$262.48
221113763060	Elbow, 45 Deg., plastic, PVC, white, socket joint, 4", schedule 40	2.00	Ea.	$71.75	$143.50
221113763060	Labor adjustment factor, general, add to labor for working in existing occupied office building	1.00		$11.57	$23.14
221113764908	Wye, plastic, ABS, non-pressure, socket joint, 4", type DWV	2.00	Ea.	$148.14	$296.28
221113765318	Combination Y & 1/8 bend, plastic, PVC, socket joint, 4", type DWV, schedule 40	2.00	Ea.	$159.45	$318.90
221113765318	Labor adjustment factor, general, add to labor for working in existing occupied office building	1.00		$19.24	$38.47
221113765357	Wye, plastic, PVC, double, reducing, socket joint, 6" x 4", type DWV, schedule 40	1.00	Ea.	$450.83	$450.83
221113765450	Cement, plastic, solvent for PVC, industrial grade, quart	2.00	Qt.	$36.78	$73.56
~~221113765450~~ Deleted	Labor adjustment factor, general, add to labor for working in existing occupied office building	1.00		$0.00	$0.00
Division 22 Plumbing Subtotal					**$12,381.39**
Subtotal					**$18,131.39**
General Contractor's Markup on Subs			**0.00%**		**$0.00**
Subtotal					**$18,131.39**
General Conditions			**0.00%**		**$0.00**
Subtotal					**$18,131.39**
General Contractor's Overhead and Profit			**0.00%**		**$0.00**
Grand Total					**$18,131.39**

AI -47688 **Purchasing Department** **24. G. 1.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted For: Martha L. Salazar, HC-PAgnt.

Submitted By: Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval of Contract # C-14-123-12-16 with Palm Valley Animal Center Sole Source vendor (approved by HCCC in 02/2011) for "Hidalgo County - Impoundment and Quarantine of Small Animals" effective January 01, 2015 through December 31, 2017 with terms, rates and conditions as stated in proposal and made part of the agreement by reference.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-461-00-125-027-0-350

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

BUDGETARY IMPACT:

2015 Adopted budget is $478,500 to fund new contract for calendar year 2015.

Attachments

agrmnt

legal ok

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/05/2014 05:01 PM
Budget & Management	Veronica Ortiz	12/08/2014 01:29 PM
Manuel Chapa	Manuel Chapa	12/09/2014 02:50 PM
Auditor's Office	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Yvette Islas		Started On: 12/05/2014 02:41 PM
Final Approval Date: 12/12/2014		

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT
C-14-123-12-16

This Agreement is made and entered into effective **January 1, 2015** by and among HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas, ("County") and Palm Valley Animal Center a non-profit corporation organized under the laws of the State of Texas ("Contractor").

WITNESSETH:

WHEREAS, County has the responsibility and duty to provide a location for impoundment of animals and the quarantine of small animals that are reported to be or which the County has probable cause to believe may have rabies or have exposed an individual to rabies; and

WHEREAS, County does not have facilities to impound or quarantine animals and desires to contract with Contractor having such adequate facilities and services necessary to provide the proper quarantine, tests and other services required by Chapter 826, Texas Health & Safety Code, rules and regulations adopted by County related to local control programs and standards that are in compliance with Chapter 826, Texas Health & Safety Code; and

WHEREAS, Contractor has facilities which qualify as an animal shelter, pursuant to Chapter 826, Texas Health & Safety Code, located within the extraterritorial jurisdiction of the City of Edinburg, Texas and within the extraterritorial jurisdiction of McAllen, Texas, such facilities located in Hidalgo County and suitable for the County to utilize in impounding, quarantining and observing animals, pursuant to Chapter 826,

Texas Health & Safety Code, as well as providing a place for persons located outside of the corporate limits of any municipality in Hidalgo County to utilize for placement of unwanted stray or abandoned animals; and

WHEREAS, Company is the sole provider of Impoundment and quarantine of small animals in Hidalgo County; and

WHEREAS, Contractor has submitted a proposal to Hidalgo County, Texas to provide facilities to impound, quarantine and observe animals and provide facilities that qualify as animal shelters located in the City of Edinburg to properly quarantine, test, conduct humane euthanasia and dispose of the animals when necessary and has also agreed to provide the facilities for these purposes for residents for the non-incorporated areas of Hidalgo County who desire to bring unwanted stray animals to the facility.

NOW, THEREFORE, IT IS AGREED by and between County and Contractor as follows:

1. Definition

a. “Animals” mean dogs, cats or other small animals that are impounded at the Facilities either by County authorities or by a person residing outside of the corporate limits of municipalities in Hidalgo County.

b. “Animal Shelter” means a facility that keeps, provides a shelter for or legally impounds stray, homeless, abandoned or unwanted animals pursuant to Chapter 826, Texas Health & Safety Code.

c. “Contractor” shall mean Palm Valley Animal Center.

d. “County” means Hidalgo County, Texas.

e. “Director” means Medical Officer and/or Director of Hidalgo County Health Department.

f. “Facilities” mean the Animal Shelter owned by Contractor located within the extraterritorial jurisdiction of Edinburg, Texas.

2. Contractor agrees to provide a proper Animal Shelter regulated by and complying with standards prescribed by Chapter 826, Texas Health & Safety Code, in which Animals may be impounded, quarantined, observed, put to death and disposed of either at the request by County authority or by persons who desire to place stray or abandoned Animals in the Facilities throughout the term of this Agreement under the provisions set forth hereinafter.

3. The term of this Agreement shall be for a period of three (3) years beginning **January 1, 2015** and ending **December 31, 2017** unless earlier terminated as hereunder pursuant to the provisions herein. Furthermore, Hidalgo County reserves the right to extend the contract term for an additional sixty (60) day grace period at the end of this Agreement for unforeseen delay in the award of a subsequent contract.

4. As consideration for Contractor performing the services enumerated hereinafter, County agrees to pay Contractor a sum equal **to the following rates:**

2015 year = $42,693.75 per month ($512,325.00/year)
2016 year = $44,188.00 per month ($530,256.00/year)
2017 year = $45,734.50 per month ($548,814.00/year)

Contractor shall be paid on the first day of each month during the term herein. This fee shall cover all services rendered by Contractor under this Agreement.

5. Contractor shall provide the following services under the terms of the Contract during the term of this Agreement

a. Contractor shall provide adequate food, water, shelter, confinement and, when situations warrant, humane euthanasia for all impounded or quarantined Animals.

b. Contractor shall provide County with Facilities that are licensed by the Texas Department of Health to operate as a place where legal and healthful impounding or quarantining of Animals may occur.

c. Contractor shall impound or place in quarantine in the Facilities all Animals required or requested to be impound or quarantined per the authority and direction of the Director who is designated and charged with the enforcement of the Chapter 826, Texas Health & Safety Code, or other State or County regulations. Contractor shall also impound or place in quarantine the Facilities all Animals submitted to Contractor by persons who reside outside of the corporate limits of any municipality in Hidalgo County who desire to place such animals in the Facilities. At no time shall Contractor refuse to house and provide for any such Animals.

d. Contractor shall maintain hours for receiving Animals for housing twenty four (24) hours each day of the week, unless notification to the County is provided by Contractor forty-eight (48) hours prior to any change of such hours of

operation. Emergency closing of the Facilities may be necessary and applicable reasons shall be enumerated in the “Force Majeure” action of this Contract.

e. Contractor will, on a “best efforts” basis, attempt to reunite owners with impounded Animals.

f. Contractor will attempt to secure adoptive homes for all unclaimed Animals and shall require that any Animal adopted form said Facilities shall, in the case of mature adult Animals, be surgically altered to prevent conception of offspring.

g. Contractor will provide, at time of animal adoption, programs by which reduced cost of rabies vaccination for pet animals may be obtained by the residents. Cost of vaccinations shall be borne by the resident and the County and Contractor shall not be liable for any accident, injury or malevolent occurrence to residents or animals arising from the conducting of said clinics.

h. Contractor will assist County, when requested, into the investigation of animal cruelty.

i. Contractor shall conduct humane euthanasia on Animals when directed by Director and dispose of all dead Animals by cremating them or properly dispose at landfill designated areas.

j. Contractor shall provide the services for and bear all costs for the preparation and shipment of any Animal to the Texas Department of Health for laboratory testing.

k. Contractor shall provide laboratory testing of any Animal that becomes ill or expires during rabies quarantine, including but not limited to shipping such animal to a facility designated and licensed by the Texas Department of Health,

County authorizes its Director to instruct Contractor in the preparation and shipment of any such Animals by verbal order.

6. In addition to the consideration paid herein, County shall have the responsibilities under the terms of this Agreement that are listed as follow:

a. County has designated Director as the person whose responsibility shall be the enforcement of Chapter 826, Texas Health & Safety Code and the impounding and quarantine of Animals. Director shall act as the Rabies Health Authority for County and shall act as liaison between County and Contract at all times when the members of the County Commissioners Court are not available.

b. Contractor shall have the legal authority to administer humane euthanasia to any Animal when, in the opinion of Contractor, the Animal is suffering or moribund from serious injury or illness, even though the seventy-two hour period or impoundment or quarantine has not expired. County shall to the extent provided by law impound and quarantine all Animals that have bitten or that are suspected to have bitten a human in the Facilities for a period of not less than ten (10) days. During this time, the Animal shall be monitored by Contractor for symptoms of rabies. Director or his designee shall inspect such Animals on the first and last day of said period of impoundment or quarantine. In no event shall Contractor release any Animals from such observation until instructed to do so by written instrument issued by the Director or designee. All such Animals will be placed in Contractor's facility for quarantine.

c. County shall establish and appoint an Advisory Committee to assist in complying with Chapter 826, Texas Health & Safety Code, which shall be composed

of at least one licensed veterinarian, one county official, one person whose duties include the daily operation of an animal shelter and one representative from an animal welfare organization. County shall use its best efforts to require that this Advisory Committee shall meet at least three times a year.

7. Residents of Hidalgo County shall be allowed to surrender Animals directly to Contractor. Such Animals may be placed for adoption or humanely euthanized by Contractor.

8. If an Animal becomes ill or expires during rabies quarantine, it is the responsibility of Contractor to provide laboratory testing of such Animal in a facility designated and licensed by the Texas Department of Health to accomplish such tests. County hereby authorizes Director to instruct the Contractor in the preparation or shipment of such Animals by verbal order.

9. All official communications and notices between County and Contractor shall be in writing and shall be deemed delivered when placed in the United States mail for delivery to the following address:

If to County: County of Hidalgo
Attn: Valde Guerra, Executive Officer
2818 S. Bus Hwy 281
Edinburg, Texas 78539

If to Company: Palm Valley Animal Center
2501 W. Trenton

Edinburg, TX 78539

10. Contractor shall indemnify and hold harmless the County against all claims, demands, damages, costs or fees arising from conduct or management of business in or on Contractor's premises or form any act of negligence of Contractor against all claims arising from conduct, management of business or any act of negligence of County, its employees or agents.

11. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

12. In case any one or more provisions contained in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect such shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

13. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties named herein.

14. Force Majeure. Neither County nor Contractor shall not be required to perform any act, term, condition or covenant in this Agreement so long as such performance is delayed or prevented by force majeure (acts of God), strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, fire, windstorm or any other cause not reasonably in the control of the County or Contractor, which by the exercise of due diligence, County or Contractor is wholly or in part unable

to overcome.

15. This Agreement may be terminated by Hidalgo County without cause upon thirty (30) days written notice.

16. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND SHALL BE PERFORMABLE IN HIDALGO COUNTY.**

17. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Contractor. County agrees, however, to use reasonable 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 County pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

WITNESS our hands in duplicate originals this_____ day of _____, 20____.

Approved by Commissioners' Court on, __16th_ day of _December_, 20_14_.

COUNTY OF HIDALGO

ATTEST:

By:_____
Honorable Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:

By:_____

Printed Name:_____

Title:_____

APPROVED AS TO FORM:
Atlas, & Hall, & Rodriguez, L.L.P.

By:_____

Zimbra **yvette.salinas@co.hidalgo.tx.us**

RE: palm valley agreement

From : Steve Crain <scrain@atlashall.com> Fri, Dec 05, 2014 03:07 PM

Subject : RE: palm valley agreement

To : 'Yvette Salinas' <yvette.salinas@co.hidalgo.tx.us>

The agreement is fine.

-----Original Message-----
From: Yvette Salinas [mailto:yvette.salinas@co.hidalgo.tx.us]
Sent: Friday, December 05, 2014 2:35 PM
To: Stephen L. Crain
Subject: Re: palm valley agreement

Please review attached.

Yvette Salinas
Buyer III
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
956-318-2626
yvette.salinas@co.hidalgo.tx.us

----- Original Message -----
From: "Stephen L. Crain" <scrain@atlashall.com>
To: "Yvette Salinas" <yvette.salinas@co.hidalgo.tx.us>
Sent: Wednesday, December 3, 2014 2:58:40 PM
Subject: FW: palm valley agreement

-----Original Message-----
From: Stephen L. Crain [mailto:scrain@atlashall.com]
Sent: Monday, December 01, 2014 3:46 PM
To: 'Yvette Salinas'
Subject: RE: palm valley agreement

Hi Yvette:

Attached is the agreement in PDF with Mr. Crain's revisions, if you have any questions, please call our office.

Thank you,
Marynel Trevino, Secretary for
Stephen L. Crain
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502
Direct Dial Number (956) 632-8221
Main Number (956) 682-5501
Fax Number (956) 686-6109
E-mail Address scrain@atlashall.com

E-MAIL NOTICE -- This transmission may be: (1) subject to the Attorney-Client Privilege, (2) an attorney work product, or (3) strictly confidential. If you are not the intended recipient of this message, you may not disclose, print, copy or disseminate this information. If you have received this in error, please reply and notify the sender (only) and delete the message. Unauthorized interception of this e-mail is a violation of federal criminal law.

This communication does not reflect an intention by the sender or the sender's client or principal to conduct a transaction or make any agreement by electronic means. Nothing contained in this message or in any attachment shall satisfy the requirements for a writing, and

nothing contained herein shall constitute a contract or electronic signature under the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transactions Act or any other statute governing electronic transactions.

-----Original Message-----
From: Yvette Salinas [mailto:yvette.salinas@co.hidalgo.tx.us]
Sent: Monday, December 01, 2014 2:14 PM
To: Steve Crain
Subject: palm valley agreement

Good afternoon,

Please see attached agreement for your review/approval.

Yvette Salinas
Buyer III
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
956-318-2626
yvette.salinas@co.hidalgo.tx.us

AI -47465 **Purchasing Department** **24. H. 1.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted For: Comm. AC Cuellar, HC Pct. #1

Submitted By: Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval to execute a Professional Engineer contract/agreement for the provision of general engineering services for Pct No. 1 for Border Colonia Round III with Le Fevre Engineering & Management Consulting, Inc. as authorized and approved for negotiations by CC on 10/28/14.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1312-431-00-121-314-0-334

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

BUDGETARY IMPACT:

Funds available as of 12/10/14.

FISCAL YEAR: 2014 **ACCT. #:** 4-1312-431-00-121-422-0-334

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

BUDGETARY IMPACT:

Funds available as of 12/10/14.

Attachments

legal aprvl of contract agrmnt

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/08/2014 05:08 PM
Budget & Management	Veronica Ortiz	12/09/2014 11:47 AM
Auditor's Office	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Yvette Islas		Started On: 11/17/2014 01:52 PM
Final Approval Date: 12/12/2014		

Zimbra **yvette.salinas@co.hidalgo.tx.us**

RE: lefevre agmrnt (lorenzana)

From : Steve Crain <scrain@atlashall.com> Fri, Nov 14, 2014 03:17 PM

Subject : RE: lefevre agmrnt (lorenzana)

To : 'Yvette Salinas' <yvette.salinas@co.hidalgo.tx.us>

The contract is fine.

-----Original Message-----
From: Yvette Salinas [mailto:yvette.salinas@co.hidalgo.tx.us]
Sent: Friday, November 14, 2014 2:58 PM
To: Steve Crain
Subject: lefevre agmrnt (lorenzana)

Please review attached.

Yvette Salinas
Buyer III
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
956-318-2626
yvette.salinas@co.hidalgo.tx.us

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-CAP-14-398-12-16

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **Le Fevre Engineering & Management Consulting, Inc.** Professional Engineers of **McAllen, Texas**, hereinafter called the **"Engineer".**

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide professional engineering services for Preliminary, Design and Construction Phase Services for the Texas Department of Transportation Border Colonia Round III for **Hidalgo County Precinct 1** hereinafter referred to as the **"Project"**.

WHEREAS, the **Owner** has determined that the services of a professional engineering firm is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the **Owner** requested proposals from a professional engineer to assist the **Owner** by providing the Services;

WHEREAS, **Owner** has selected the **Engineer** to provide the Services within Hidalgo County Precinct No. 1, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in

the articles to follow and for having rendered such services, the owner agrees to pay **the Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the **Project** with the following:

2.1 Scope of Work. The **Owner** will furnish items and provide those services for the development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT "A**" *Services to be Provided by the Owner*, attached hereto and made a part of this Agreement as identified in **EXHIBIT "B"-** *Services to Provided by the Engineer*, attached hereto and made a part of this agreement.

2.2 Classification of Services For this Agreement, the professional services to be provided by the **Engineer**, as more particularly identified in **EXHIBIT "B"**, attached hereto.

2.3 Schedule of Work. The **Engineer** shall prepare a schedule of work (hereinafter referred to as "**Work Schedule**") in accordance with the terms identified in **EXHIBIT "C" - *Work Schedule***, attached hereto and made a part of this Agreement.

2.4 Non-Exclusive Services of Engineer Hidalgo County reserves the right to request these services from other sources other than the engineer and shall not be in violation of any terms or conditions of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

33.1 Termination Date. This Agreement shall terminate at the close of business on **December 16, 2015** (hereinafter referred to as the **"Termination Date"**) unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 here in and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues**. In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer.** The **Owner** agrees, however, to use reasonable 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 the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner,** upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner.**

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer.**

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer.**

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer,** but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount is settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner,** or at other locations designated by the **Owner.** These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner.**

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C",** attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer.**

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the Engineer, the Owner shall compensate the Engineer as follows:

5.1 ***Basic Services***. For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. Payments to the **Engineer** for ***Services*** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 ***Special Services***. Those services that may be required to provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer,** the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D**" - ***Contract Rates***, attached hereto and made a part of this Agreement, and as follows:

1. **RESIDENT OR SITE ENGINEER, INSPECTOR** Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.

2. **DOCUMENT COPIES** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.

3. **EXTRA TRAVEL** Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

4. **EXPERT WITNESS** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.

5. **MISCELLANEOUS**. Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

ARTICLE 6. Method of Payment.

6.1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as **"Work Authorization**") in accordance with **Article 7** herein. For each **Work Authorization,** the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner.**

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner,** the **Engineer** shall submit a final request for payment (**"Final Request for Payment"**) which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner,** the **Owner** shall pay to the **Engineer** the amount due (**"Final Payment**") under such **Final Request for Payment** in

accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer;**

(4) If the **Owner,** in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer,** at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project.** (2) failure of the **Engineer's** services to comply with the requirements of this

Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"- *Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner,** the needed services for the **Project,** as required through the course of the development to the **Project.** The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B",** attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner,** the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D",** attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization.** Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified

in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner.** The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer,** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer,** and/or (3) for any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements will be developed in the form identified in **EXHIBIT "F" -** ***Supplemental Agreement Form***, attached hereto and made a part of this Agreement, and incorporated herein by reference as "**Supplemental Agreement".**

If determined appropriate by the **Owner,** additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is

granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer.**

ARTICLE 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owne**r in writing, In the event the **Owne**r finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner.**

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** funds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra

services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer,** the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer,** if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer.**

ARTICLE 11. Ownership and **Release of Documents**.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably

require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer,** as an additional service, at any other time requested by **Owner.** All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project,** including but not limited to additions to or completion of the **Project.** Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer,** at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12 Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer,** if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer.**

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings,

receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner.** The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer,** and the **Owner,** do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-

free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and

improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project,** the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the Stare Board of Registration for Professional Engineers.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.**

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgment and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as **"PS&E"**) are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents, covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement form the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project;** that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirely and possesses the special skills which enable the **Enginee**r to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner;** and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project,** the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project;** that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be

released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer's** skill and knowledge in preparing such **PS&E.**

(f) In connection with the **Engineer's** performance of procurement services hereunder, if any, the **Enginee**r use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner.**

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager **(Project Manager)** for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer,** the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed form association with the **Project** when so instructed by the **Owner.** The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project.** Taking into consideration that the **Owner** has a significant investment is the development of the **Project,** there is a

need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively **"Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively **"Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Enginee**r, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting there from and (2) are caused in whole or in part by any negligent act or omission of the **Engineer,** anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer,** its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21 Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) **Workers' Compensation**, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law (**"Statutory Texas")**

(2) **Commercial General Liability**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** ***all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20*** herein, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) **Texas Business Automobile Policy**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**)

each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(4) **Professional Liability** in limits of **$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance **(*Hidalgo County* Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"**- *Hidalgo County Certificate of Insurance*. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner.**

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Non-collusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration

contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein .

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER:	**ENGINEER:**
Hidalgo County **Attn: John Paul Lugo** **1902 Joe Stephens, Ste 101** **Weslaco, Texas 78599**	**Le Fevre Engineering & Management Consulting, LLC** **Attn: Wesley Richard LeFevre, P.E., President** **612 Nolana, Suite 520** **McAllen, TX 78504**

The Address may be changed by either party by written notice and notice sol mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the Owner's other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any

obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner.**

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty. The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer.** The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____ day of _____, 20_____.

ENGINEER:

BY: _____

OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Approved on Commissioners' Court: _____20_____

APPROVED AS TO FORM:

Atlas, Hall & Rodriguez, L.L.P.

By:_____

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be provided by the Owner
EXHIBIT B	-Scope of Services to be provided by the Engineer
EXHIBIT C	-Work Schedule
EXHIBIT D	-Engineer's Rates
EXHIBIT E	-Work Authorization Form
EXHIBIT F	-Supplemental Agreement Form
EXHIBIT G	-Certificate of Insurance (*Hidalgo County)*

EXHIBIT "A"
Services to be provided by the OWNER

The following provides an outline of the services to be provided by the Owner in the development of the Project (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General

The Owner will provide to the Engineer the following:

(1) Authorization to the Engineer to begin work.

(2) Payment for work performed by the Engineer.

(3) Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the Engineer cannot easily obtain.

(4) Provide any available relevant data the Owner may have on file concerning the project.

(5) Provide timely review and decisions in response to the Engineer's request for information and/or required submittals and deliverables, in order for the Engineer to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the Engineer.

(7) Advertise and award, as assisted and recommendation by the Engineer, construction Agreements for the PS&E developed by the Engineer.

(8) Attend pre-bid and pre-construction conferences coordinated and conducted by the Engineer.

(9) Review and approve monthly and final estimates, developed by the Engineer, for payment to the Contractor. Compensation and pay the Agreements for work performed as identified in the approved monthly and final estimates.

(10) Provide assistance to Engineer where necessary and possible with the Owner information/resources to ensure project is completed within timely/efficient basis.

(11) Provide Engineer with Geotechnical Data of existing pavement thickness.

EXHIBIT B

-Scope of Services to be provided by the Engineer

PREPARED BY:

LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC. (LEMC)

The work to be furnished by the Engineer shall consist of management and engineering services for improvements in Hidalgo County Colonias approved by the State of Texas under the Third Call of Proposition Two funding. The work shall be developed in accordance with the Owner, TXDOT, and applicable design standards and in a format acceptable to the owner, and reviewing agencies.

The Engineer shall render specific management and engineering services for the development of the Project and fulfillment of this Agreement as follows:

Task 1 – Survey

Necessary field information will be developed by field surveys. Record plans will be issued as a guide for the survey work and for the analysis of design alternatives.

Task 2 – Project Orientation and Startup

LEMC proposes an initial project orientation meeting be scheduled so that both the County and the engineer may have a clear understanding of the design and construction process, parameters to be used and the final product desired.

Task 3 – Design

LEMC will assure that improvements are designed and incorporated in the plans are adequate for the area, Hidalgo County requirements and City of Donna requirements.

Task 4 – Preliminary Plans and Estimates

LEMC will provide County staff a set of plans and estimates for accordance, evaluation and coordination.

Task 5 – Final Plans and Specifications

Final plans, specifications and estimates will be prepared during this task. The output of this task will be the documents necessary for bidding and constructing the project.

Task 6 – Bidding and Award

A pre-bid meeting will be scheduled if necessary in order to brief potential bidders and suppliers on the project. Necessary clarifications or addendum will be issued. LEMC will attend the bid opening and assist as the County desires.

Task 7 – Construction

LEMC will periodically observe ongoing work, identify survey control for the contractor (Construction Staking not included) and assist the County with certifying periodic payment requests. Upon completion by the contractor, a final inspection will be scheduled with the contractor and County staff. The outcome of these final inspections will be a Certificate of completion or a punch list of items for the contractor to complete, prior to issuance of a Certificate of Completion.

EXHIBIT "C"
Work Schedule

A detailed work schedule for each **Work Authorization**, identified and more particularly described in Article 7 of this Agreement shall be prepared by the **Engineer** to be submitted and approved by the Owner in writing for each **Work Authorization**. The work schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed.

The Engineer will diligently pursue the completion of each **Work Authorization** as defined by the milestones and deliverable due dates outlined in each **Work Authorization**'s associated work schedule.

The Engineer will inform the Owner (in reasonable advance of the delay) should the Engineer encounter delays that would prevent the performance of all work in accordance with the established work schedule.

EXHIBIT D

-Engineer's Contract Rates

Labor Classification	Hourly Contract Rates
Principal	**$200.00/Hr**
Project Engineer	**$175.00/Hr**
Project Manager	**$130.00/Hr**
CADD Technician/Designer	**$85.00/Hr**
Inspector	**$75.00/Hr**
Administration	**$65.00/Hr**

EXHIBIT "E"

HIDALGO COUNTY
Professional Engineering Services
Agreement # C-CAP- ____-____-____-____
Work Authorization Form

WORK AUTHORIZATION NO. ___

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 7 of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, _____, professional engineers of _____, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide _____
_____

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$ _____**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section____ of the Agreement.

PART 4. FUNDING

This Work Authorization No. _____ shall be funded through funding source:
Account No**. _____**
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization.**

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION
Acknowledgement and confirmation by **Hidalgo County Precinct No. _____,** Commissioner _____ as to content and detail of this **Work Authorization No. ___**.

HIDALGO COUNTY
COMMISSIONER PRECINCT No. _____

BY: _____

Hon. _____, Commissioner

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____**,** 20_____.

THE ENGINEER:
Engineer/Firm Name _____

_____

By:_____
Name/Title

THE OWNER:
HIDALGO COUNTY

_____

By: Ramon Garcia, County Judge

ATTEST:

BY: _____
Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be provided by the Owner
ATTACHMENT "B" - Services to be provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Estimated Cost Proposal

EXHIBIT "F"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT No. ___

TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____**,** Professional Engineers of _____, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the _____day of _____ _____ **20____** concerning engineering for Preliminary, Design and Construction Phase Services for the Texas Department of Transportation Border Colonia Access Funded Colonias for Hidalgo County Precinct No. _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article ___ of the **Agreement**, (article title), establishes _____; and,

WHEREAS, it has become necessary to amend the contract to _____
_____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Article 3.1 of the **Agreement**, (Termination Date), is revised to extend the termination date to the close of business on _____, 20_____.

_____
_____
_____
_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:
(ENGINEERING FIRM NAME)

BY:_____
Name/Title

THE OWNER:
HIDALGO COUNTY

BY:_____
Hon. Ramon Garcia, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT “G”
Certificates of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/10/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Robert Shimanek, III	
Fidelity Benefits & Insurance Services, LLLP 9385 Miller Lane San Antonio, TX 78266	PHONE (A/C, No, Ext): 512-507-0776	FAX (A/C, No): 866-475-1803
	E-MAIL ADDRESS: robert@fidelityoftexas.com	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
	INSURER A : The Travelers Lloyds Insurance Company	
INSURED	INSURER B : The Travelers Indemnity Company	
LeFevre Engineering & Management Consulting, LLC 612 Nolana Suite 520 McAllen, Tx 78504	INSURER C : The Travelers Indemnity Company	
	INSURER D : The Phoenix Insurance Company	
	INSURER E : Tudor Insurance Company	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X		5970X620	03/21/2014	03/21/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	X		5971X192	03/21/2014	03/21/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
C	[X] UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $ 10,000			3E778571	03/21/2014	03/21/2015	EACH OCCURRENCE AGGREGATE [ ]	$ 1,000,000 $ 1,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [X] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		3676T38	03/21/2014	03/21/2015	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Professional Liability			AEL1004469	08/19/2014	08/19/2015	Each Claim Policy Aggregate	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

2013 Chevrolet Silverado VIN 1GCNCPEXXDZ228181

CERTIFICATE HOLDER

Hidalgo County
2812 S. Business Highway 281
Edinburg, Texas 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AI -47693 **Purchasing Department** **24. I. 1.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted For: Comm. J. Flores, HC Pct.. #3

Submitted By: Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of Supplemental Agreement No. 2 for Border Colonia Access Program Engineering Services contract for Precinct No. 3 with Javier Hinojosa Engineering C-CAP-08-030A-10-28 to replace the existing Exhibit "C" (Project Schedule) with AMENDED Exhibit "C" (Project Schedule).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1312-431-00-123-536-0-334

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

BUDGETARY IMPACT:

Funds available through PO#613347.

Attachments

j hino supl 2

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/05/2014 05:03 PM
Budget & Management	Veronica Ortiz	12/08/2014 01:30 PM
Glinda Pacheco	Glinda Pacheco	12/08/2014 04:42 PM
Auditor's Office	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Yvette Islas		Started On: 12/05/2014 03:08 PM
Final Approval Date: 12/12/2014		

EXHIBIT "F"
Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT No. 2
TO WORK AUTHORIZATION No. 1
TO AGREEMENT FOR PROFESSIONAL SERVICES
CONTRACT NO. C-CAP-08-030A-10-28

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **Javier Hinojosa Engineering,** Professional Engineers of **McAllen, Texas**, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the **28th day of October, 2008** concerning engineering for Preliminary, Design and Construction Phase Services for the Texas Department of Transportation Border Colonia Access Funded Colonias for Hidalgo County Precinct **No. 3** (hereinafter referred to as the "**Project**"); and,

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Exhibit "C" (Project Schedule) of the **Agreement** is amended and hereby replaces the existing Exhibit "C" of the agreement.

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:
JAVIER HINOJOSA ENGINEERING

BY:_____
Javier Hinojosa, P.E., Owner

THE OWNER:
HIDALGO COUNTY

BY:_____
Hon. Ramon Garcia, County Judge

LIST OF ATTACHMENTS

Exhibit C – Work Schedule

AMENDED
EXHIBIT "C"
Project Schedule
Precinct No. 3

PROJECT: Border Access Colonia Program Projects Round 3
CLIENT: PRECINCT #3
COUNTY: HIDALGO

TASK AND DESCRIPTION		NOV 2008	DEC 2008	JAN 2008	FEB 2009	MAY 2009	APR 2009	MAY 2009	JUN 2009	JUL 2009	AUG 2009	SEP 2009	OCT 2009	NOV 2009	DEC 2009	JAN 2010
Border Access Colonia Program Projects																
Preliminary Engineering																
Plans, Specifications and Estimate (PS&E)																
Bidding																
Construction																

CONTINUE

TASK AND DESCRIPTION		FEB 2010	MAY 2010	APR 2010	MAY 2010	JUN 2010	JUL 2010	AUG 2010	SEP 2010	OCT 2010	NOV 2010	DEC 2010	JAN 2011	FEB 2011	MAY 2011	APR 2011
Border Access Colonia Program Projects																
Preliminary Engineering																
Plans, Specifications and Estimate (PS&E)																
Bidding																
Construction																

CONTINUE

TASK AND DESCRIPTION		MAY 2011	JUN 2011	JUL 2011	AUG 2011	SEP 2011	OCT 2011	NOV 2011	DEC 2011	JAN 2012	FEB 2012	MAR 2012	APR 2012	MAY 2012	JUN 2012	JUL 2012
Border Access Colonia Program Projects																
Preliminary Engineering																
Plans, Specifications and Estimate (PS&E)																
Bidding																
Construction																

AMENDED
EXHIBIT "C"
Project Schedule
Precinct No. 3

PROJECT: Border Access Colonia Program Projects Round 3
CLIENT: PRECINCT #3
COUNTY: HIDALGO

TASK AND DESCRIPTION		AUG 2012	SEP 2012	OCT 2012	NOV 2012	DEC 2012	JAN 2013	FEB 2013	MAR 2013	APR 2013	MAY 2013	JUN 2013	JUL 2013	AUG 2013	SEP 2013	OCT 2013
Border Access Colonia Program Projects																
Preliminary Engineering																
Plans, Specifications and Estimate (PS&E)																
Bidding																
Construction																

CONTINUE

TASK AND DESCRIPTION		NOV 2013	DEC 2013	JAN 2014	FEB 2014	MAR 2014	APR 2014	MAY 2014	JUN 2014	JUL 2014	AUG 2014	SEP 2014	OCT 2014	NOV 2014	DEC 2014	JAN 2015
Border Access Colonia Program Projects																
Preliminary Engineering																
Plans, Specifications and Estimate (PS&E)																
Bidding																
Construction																

CONTINUE

TASK AND DESCRIPTION		FEB 2015	MAR 2015	APR 2015	MAY 2015	JUN 2015	JUL 2015	AUG 2015	SEP 2015							
Border Access Colonia Program Projects																
Preliminary Engineering																
Plans, Specifications and Estimate (PS&E)																
Bidding																
Construction																

AI -47469 **Purchasing Department** **24. I. 2.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

ENGINEERING SERVICES:
A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;

B. Presentation of scoring grid (for purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of Engineering Services in connection with Havana Lomas #4 and Havana Lomas #5 , Pct 3 Round 3 BCAP Subdivisions;

Scores	Javier Hinojosa Engineering	SAMES Inc.	Izaguirre Engineering Group, LLC
Evaluator 1	98	90	87
RANKING			

*Scoring & Evaluation was completed by Pct. No.3

C. Authority for the Purchasing Department to negotiate a professional (Engineering Services) contract with the No. 1 ranked firm of _____for the provision of professional engineering services for Havana Lomas #4 and Havana Lomas #5, Pct 3 Round 3 BCAP Projects.

MATERIAL TESTING:
A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;

B. Presentation of scoring grid (for purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of Construction Material Testing in connection with Havana Lomas #4 and Havana Lomas #5, Pct 3 Round 3 BCAP Projects;

Scores	L & G Engineering	PSI Inc.	Izaguirre Engineering Group, Inc.
Evaluator 1	98	91	88
RANKING			

*Scoring & Evaluation was completed by Pct. No.3

C. Authority for the Purchasing Department to negotiate a professional (Construction Material Testing) contract with the No. 1 ranked firm of _____ for the provision of construction material testing services Havana Lomas #4 and Havana Lomas #5, Pct 3 Round 3 BCAP Projects.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1312-431-00-123-310-0-334/339

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

BUDGETARY IMPACT:

Funds available as of 12/9/14.

FISCAL YEAR: 2014 **ACCT. #:** 4-1312-431-00-123-311-0-334/339

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

BUDGETARY IMPACT:

Funds available as of 12/9/14.

Attachments

eng grid

cmt grid

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/08/2014 05:31 PM
Budget & Management	Veronica Ortiz	12/09/2014 11:48 AM
Glinda Pacheco	Monica Badillo	12/09/2014 11:58 AM
Yvette Islas	Yvette Islas	12/09/2014 01:34 PM
Glinda Pacheco	Glinda Pacheco	12/09/2014 04:42 PM
Auditor's Office	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Yvette Islas		Started On: 11/17/2014 02:20 PM
Final Approval Date: 12/12/2014		

HIDALGO COUNTY PRECINCT NO 3

for
Professional Engineering Services
Round 3 BCAP Havana Lomas #4 & Havana Lomas #5
Subdivisions

Scoring & Evaluation
GRID

Total Scores	Javier Hinojosa Engineering	SAMES	Izaguirre Engineering Group, LLC
Evaluator 1	98	90	87
RANKING			

*Scoring & Evaluation was completed by Pct No 3 *

HIDALGO COUNTY PRECINCT NO 3

for
Professional Geo-Technical & Construction Material Testing Services
Round 3 BCAP Havana Lomas #4 & Havana Lomas #5 Subdivisions

Scoring & Evaluation GRID

Total Scores	L & G Engineering	PSI Engineering	Izaguirre Engineering Group, LLC
Evaluator 1	98	91	88
RANKING			

*Scoring & Evaluation was completed by Pct No 3 *

AI -47824 **Purchasing Department** **24. J. 1.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Oscar Garza, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval to award job order contractor, Herrera & Hunt (awarded JOC through HCDE-Choice Facility Partners Contract #09-040JC-07) in the amount of $63,852.85 for repairs and replacement to existing security fencing inside Juvenile Detention Center located at 1711 N. Bridge St in Weslaco, Tx -Project #2014-423-OGG.

BACKGROUND

There has been several incidents that have prompted the replacement of the current fence from razor blade sharp fencing to a candy cane style of application above the current 10' hurricane fence located inside the premises of the Juvenile Detention Center. As per Commander De Luna immdediate action is required and application has been reviewed by project engineer Mr. Raul Sesin.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1295-423-00-330-028-0-739

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

BUDGETARY IMPACT:

Funds available as of 12/12/14.

Attachments

completed backup

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/12/2014 03:12 PM
Budget & Management	Veronica Ortiz	12/12/2014 04:08 PM
Glinda Pacheco	Glinda Pacheco	12/12/2014 04:54 PM
Auditor's Office	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Oscar Garza		Started On: 12/12/2014 02:35 PM
Final Approval Date: 12/12/2014		

HERRERA & HUNT, INC.
PO BOX 49
ALAMO, TX 78516

CHOICE PARTNERS

JOC - 09-040JC-07

DELIVERY ORDER REQUEST

Client: HIDALGO COUNTY **Date:** 12/12/2014

Project: Weslaco Juvenile Boot Camp Fence

Location: 1711 N. Bridge, Weslaco, TX

Project Summary:	Modifications to existing perimeter chain link fence.
Order Calculation Criteria:	Facilities & Commercial Renovation / Unit / Repair & Remodeling / McAllen / Year 2014 Qtr 4

Averages based on quantity and unit prices from RS Means			$ 72,309.44
Competitive Bid Coefficient	0.87	X	
Choice Facilities			$ 62,909.21
Adjustments			
			$ 62,909.21
Permits & Fees (If any, otherwise $0.00)			$
			$ 62,909.21
Architectural & Engineering Fees			$
			$
			62,909.21
Payment Bond			$
			$ 943.64
Delivery Order Request Quote			$ 63,852.85

Gilbert Herrera 12/12/14

Gilbert Herrera Date

Herrera & Hunt, Inc. - Choice Partners Contract # 09-040JC-07

RSMeans
FROM THE GORDIAN GROUP®

Hidalgo County
1711 N Bridge

Date: 12-Dec-14

Cost Estimate Report
RSMeansOnline

HC Juvenile Fence
Year 2014 Quarter 4
Unit Detail Report

Prepared By:
Domingo Pequeno
Herrera and Hunt Inc

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01 General Requirements					
013113200280	Field personnel, superintendent, maximum	1.00	Week	$3,825.00	$3,825.00
Division 01 General Requirements Subtotal					**$3,825.00**
Division 05 Metals					
050505100360	Selective metals demolition, manufactured or fabricated specialty item, 41 - 80 lb, remove whole or cut up into smaller pieces, excl shoring, bracing, cutting, loading, hauling, dumping	20.00	Ea.	$24.38	$487.60
050521901400	Welding structural steel in field, single pass, 0.2 lb/LF, 3/16" thick, continuous fillet, down welding, type 6011	100.00	L.F.	$10.49	$1,049.00
050521901400	Welding structural steel in field, for vertical joint welding, add	1.00	L.F.	$1.61	$161.00
Division 05 Metals Subtotal					**$1,697.60**
Division 32 Exterior Improvements					
323113104756	Chain link fences & gates, gate, chain link, galvanized steel, single, 4' x 10', excludes excavation	105.00	Ea.	$603.11	$63,326.55
323113205110	Fence, chain link industrial, double swing gates, 10' high, 20' opening, includes excavation, posts & hardware in concrete	1.00	Opng.	$3,460.29	$3,460.29
Division 32 Exterior Improvements Subtotal					**$66,786.84**

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Subtotal					**$72,309.44**
General Contractor's Markup on Subs			**0.00%**		**$0.00**
Subtotal					**$72,309.44**
General Conditions			**0.00%**		**$0.00**
Subtotal					**$72,309.44**
General Contractor's Overhead and Profit			**0.00%**		**$0.00**
Grand Total					**$72,309.44**

RSMeans
FROM THE GORDIAN GROUP®

HC Juvenile Boot Camp Weslaco

Weslaco, TX, 78596
Date: 12-Dec-14

Cost Estimate Report
RSMeansOnline

HC Juvenile Fence Price Verification
Year 2014 Quarter 4
Unit Detail Report

Prepared By: Oscar Garza
Purchasing Department
Hidalgo County

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01 General Requirements					
013113200280	Field personnel, superintendent, maximum	1.00	Week	$3,825.00	$3,825.00
Division 01 General Requirements Subtotal					**$3,825.00**
Division 05 Metals					
050505100360	Selective metals demolition, manufactured or fabricated specialty item, 41 - 80 lb, remove whole or cut up into smaller pieces, excl shoring, bracing, cutting, loading, hauling, dumping	20.00	Ea.	$24.38	$487.60
050521901400	Welding structural steel in field, single pass, 0.2 lb/LF, 3/16" thick, continuous fillet, down welding, type 6011	100.00	L.F.	$10.49	$1,049.00
050521901400	Welding structural steel in field, for vertical joint welding, add	1.00	L.F.	$1.61	$161.00
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323113205110	Fence, chain link industrial, double swing gates, 10' high, 20' opening, includes excavation, posts & hardware in concrete	1.00	Opng.	$3,460.29	$3,460.29
Division 32 Exterior Improvements Subtotal					**$66,786.84**

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
	Subtotal				**$72,309.44**
	General Contractor's Markup on Subs		**0.00%**		**$0.00**
	Subtotal				**$72,309.44**
	General Conditions		**0.00%**		**$0.00**
	Subtotal				**$72,309.44**
	General Contractor's Overhead and Profit		**0.00%**		**$0.00**
	Grand Total				**$72,309.44**

AI -47605 **Purchasing Department** **24. K. 1.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting Authority to advertise and approval of qualifications, requirements, and scope of services as attached hereto for: "Hidalgo County Pool of Professional Services" for the following:
A. Architectural Services (RFQ No. 2015-005-01-28-YSS)
B. Engineering Services (RFQ No. 2015-006-01-28-YZV)
C. Engineering Services Geotechnical & Construction Material Testing (RFQ No. 2015-007-01-28-SMA)
D. Construction Management Services (RFQ No. 2015-008-01-28-MSS)
E. Appraisal Services (RFQ No. 2015-009-01-28-SGS)
F. Surveying Services (RFQ No. 2015-010-01-28-MEG)
for selection on an "as needed basis" (through a grading/scoring, ranking, negotiation protocol-as established by CC) per project by Hidalgo County Commissioners Court, Precincts, all County Departments and/or applicable Programs or Agencies requiring said services effective March 16, 2015 through March 15, 2016.

BACKGROUND

This is a County wide project and funding would need to be available and budgeted by user department. Pool of Professional Services will include all funding sources (i.e. R&B, CIP, CAP, General Fund, All Grants, etc) from all County Departments, Programs, and Entities.
Proposed schedule of events:
Advertisement Dates:
1st January 10, 2015
2nd January 17, 2015
RFQ Due Date: January 28, 2015

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** various

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

BUDGETARY IMPACT:

Used on an as needed basis. No funding required at this time.

Attachments

2015-010 Professional Surveying Pool
2015-008-01-28-MSS -RFQ Pkt -Construction Management Svcs POOL
2015-007-01-28-SMA-Construction Materials & Geo Technical Testing Pool
Engineering Services
2015-009-01-28-SGS-Professional Appraisal Services Pool
2015-005-01-25-YSS-Architectural

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/08/2014 01:52 PM
Budget & Management	Veronica Ortiz	12/08/2014 04:13 PM
Glinda Pacheco	Glinda Pacheco	12/10/2014 09:17 AM
Auditor's Office	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Yvette Islas		Started On: 11/26/2014 04:01 PM
Final Approval Date: 12/12/2014		

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

Date_____

_____
Participant's name

_____
Address

_____
City

_____
State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications-**"Professional Surveyors Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2015-010-01-28-MEG

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated our RFQ packet. Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/meg

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
"Professional Surveyors Services Pool"
(Including all funding sources, programs, and entities)

RFQ No: 2015-010-01-28-MEG

Item	Description	No. of Pages
1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	8
4.	Exhibit B, Evaluation Criteria	2
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
7.	Exhibit E, Proposer's Affidavit	1
8.	Vendor/Bidder Application and W-9 form	6
9.	Certification Regarding Debarment	1
10.	RFQ Submittal Check List	1

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

January 12, 2015
Date

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Surveyors Services Pool"

RFQ NO: 2015-010-01-28-MEG

Acceptance Due Date: **January 28, 2015**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Elena Gomez, Buyer II
(956) 292-7000 Ext. 4855
elena.gomez@co.hidalgo.tx.us

Form HCPD-04

1. Sealed Qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) **Professional Surveyors Services Pool",** in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall Qualifications.

2. One (1) original, seven (7) copies of all Qualifications and two (2) CDs in PDF Format are required with the respondent's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, ***RFQ– 2015-010-01-28-MEG-HIDALGO COUNTY (Including all funding sources, programs, and entities) "Professional Surveyors Services Pool",*** and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, January 28, 2015.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

   Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the qualifications considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalogue numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

13. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY (Including all funding sources, programs, and entities) Professional Surveyors Services Pool"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2808 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	January 28, 2015
Award of Contract	_____, 2015
Commence Work or Deliver Products	_____, 2015

16. HIDALGO COUNTY APPROVED HOLIDAYS-

2015 YEAR	
New Year's Eve & Day	01/01/15
Martin Luther King Day	01/19/15
President's Day	02/16/15
Good Friday	04/03/15
Memorial Day	05/25/15
Independence Day	07/03/15
Labor Day	09/07/15
Columbus Day	10/12/15
Veteran's Day	11/11/15
Thanks Giving Day	11/26 thru 11/27/15
Christmas Day	12/24 thru 12/25/15
New Years Eve	12/31/15

17. ~~BID OR PERFORMANCE BOND~~ AND DEBARMENT CERTIFICATION; ~~PAYMENT UNDER CONTRACT~~:

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas~~. All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion~~

~~and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFQ, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or

appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. DISCLOSURE OF CONFLICT OF INTEREST

- **Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.**

  Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539CHidalgo County Courthouse.

  COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT.

20. If, during the life of any contract or qualification awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

21. Qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

22. Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful respondent will pay or cause to be paid, without cost or expenses to County, all FICA,

FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful respondent's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondent's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful respondent.

27. Successful respondent shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Respondents shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Respondents must provide **all** documentation requested with this qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

REQUEST FOR QUALIFICATIONS
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)
"Professional Surveyors Services Pool"
RFQ NO: 2015-010-01-28-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualifications Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(Including all Funding Sources, Programs, and Entities)

REQUEST FOR QUALIFICATIONS

"PROFESSIONAL SURVEYING SERVICES"

RFQ № 2015-010-01-28-MEG

The County of Hidalgo will be accepting Statements of Qualifications from Real Estate Surveyors (firms) in order to establish a pre-qualified pool on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Real Estate Surveyors will be for a period starting **March 16, 2015** and ending **March 15, 2016.** The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"Real Estate Surveyors Pool-Hidalgo County"** (including all funding sources, Programs, and Entities)-**REQUEST FOR QUALIFICATIONS** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, January 28, 2015. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the REQUEST FOR QUALIFICATIONS:

RFQ DOCUMENT SUBMITTALS/DELIVERY

A total of **one (1) original, seven (3) hard copies and two (8) CD's in PDF format** of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of Qualifications responses be sealed, clearly marked and labeled with the Company's name, RFQ Number 2015-010-01-28-MEG Project Title "Professional Surveying Services", and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of Qualifications, to have a Purchasing Department representative time/date stamp and initial the sealed envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (RFQ's, bids, Qualifications and/or quotes) shall be the responsibility of the respondent and no reimbursement for such charges or expenses shall be passed onto Hidalgo County

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks

to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or (3) that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Respondents must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

RESPONDENT DEFAULT:
Hidalgo County reserves the right, in case of respondent's default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS:
Any protest(s) or question(s) regarding the requirements or Request for Qualifications procedures must be received in the Purchasing Department via facsimile to (956) 292-7612 or via e-mail: **elena.gomez@co.hidalgo.tx.us BY NO LATER THAN Wednesday January 21, 2015 at 5:00 p.m. Responses will be sent to all applicants by Friday, January 23, 2015. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. **Please sign the original in *blue* ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful respondent may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT: (IF APPLICABLE)
All selected and awarded firms are required; if applicable adhere to the Davis-Bacon Act.

SECTION II -RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations may result in disqualification of the submitted RFQ.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondents understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with surveying firm(s) that has had experience in, but not limited to, the following areas:

SCOPE OF SURVEYING SERVICES:

1. Property surveys, including a legal description with the preparation of six (6) hard copies.

2. Topographical survey, including establishment of survey benchmark.

3. Survey alignments for roadways and/or utilities including the establishment of right-of-ways, easements, baselines and legal descriptions.

4. All survey reports are due within four weeks of request (20 business days) and receipt of a fully executed purchase order.

Additional, this section should include, but not limited to the following information:

a) Firm name, address, phone number and person to contact regarding the Statement for Qualifications.

b) Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities.

c) List of references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

d) Ability to commence services immediately after successfully negotiating a contract for services.

e) Familiarity with the geographical area.

f) Statement regarding an Affirmative Action Program.

g) Minimum of $1,000.000.00 Professional liability, errors and omissions, insurance liability, errors and omissions, insurance.

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any current licenses and/or certifications required by State of Texas.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

PART III -SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:
The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

The respondent's Statement of Qualifications will be evaluated based on the criteria presented below.

1. **RESPONSIVENESS:** **30 points**
   a) Requested Information
   b) Thoroughness
   c) Understanding of Project
   d) List of references provided
   e) Clarity - Brevity
   f) Degree of Interest

2) **FIRM CAPABILITIES:** **45 points**

   a) Background
   b) Relevant experience
   c) Experience with similar projects
   d) Knowledge of area
   e) Timeliness of schedule
   f) Quality services previously provided to Hidalgo County
   g) Current workload
   h) Ability to commence various requested projects simultaneously
   i) Completion of projects within budgets

3. **STAFFING:**
   25 points
   a) Qualifications of personnel- The professional team members responsible assigned to assist County projects shall be identified in the organizational chart.
   b) Key personnel
   c) Required discipline skills

REQUEST FOR QUALIFICATIONS GRADING AND RANKING PROTOCOL:
Once a Project has been identified and it is determined that Real Estate Surveyor Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court, Elected Official and/or the User Department in need of Real Estate Surveyor Services **will nominate** (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, thereafter, will review, score, and evaluate the responses received in RFQ.

2. A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) a "scope of service" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

EXHIBIT "B"
EVALUATION CRITERIA
HIDALGO COUNTY
(Including all funding sources, programs and entities)
PROFESSIONAL SURVEYING SERVICES
RFQ NO: 2015-010-01-28-MEG

Selection Criteria	Points	Score
1. RESPONSIVENESS (30 pts)		
➢ Requested information	5	
➢ Thoroughness	5	
➢ Understanding of Project	5	
➢ List of references provided	5	
➢ Clarity-Brevity	5	
➢ Degree if Interest	5	
Comments/Rationale For Points:		TOTAL _____
2. FIRM CAPABILITIES (45 pts)		
➢ Background	5	
➢ Relevant experience	5	
➢ Experience with similar projects	5	
➢ Knowledge of area	5	
➢ Timeliness of schedule	5	
➢ Quality services previously provided to Hidalgo County	5	
➢ Current workload	5	
➢ Ability to commence various re-quested projects simultaneously	5	
➢ Completion of projects within budgets	5	
Comments/Rationale For Points:		TOTAL _____
3. STAFFING (25 pts)		
➢ Qualification of personnel	10	
➢ Key personnel	10	
➢ Required discipline skills	5	
Comments/Rationale For Points:		TOTAL _____
Total Score		

Project Name: _____

Department: _____

Firm/Participant: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

<u>Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).</u> Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED (Any one person) PERS & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT OTHER THAN AUTO ONLY EA ACC AGG	$ $ $
C	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE AGGREGATE	$ $ $ $ $
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATU- ☐ OTHER TORY LIMITS E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$ $ $
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional Insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

  Professional Liability (Errors & Omissions): $_____

  Automobile Liability: $_____ General Liability: $_____

- have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

Employer identification number

		–						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify **State Identification No._____ (Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** **Disadvantaged Business (At Least 51% Ownership)** ☒ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt **Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☐ No **Indicate Certification No.(s):_____ or are Certificate(s) attached?:** ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): **Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).: or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
~~Subcontract Amount: $_____ Description of Work to be Performed:~~

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
~~Subcontract Amount: $_____ Description of Work to be Performed:~~

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTEREST AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 20_____

Notary Public_____

My commission expires:_____, 20_____.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

PURCHASING DEPARTMENT
County Of Hidalgo

January 12, 2015

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Construction Management Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2015-008-01-28-MSS

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated our RFQ packet. Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/ms

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
"Construction Management Services Pool"
(Including all funding sources, programs, and entities)

RFQ No: 2015-008-01-28-MSS

Item	Description	No. of Pages
1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	13
4.	Exhibit B, Evaluation Criteria	2
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
7.	Exhibit E, Proposer's Affidavit	1
8.	Vendor/Bidder Application and W-9 form	6
9.	Certification Regarding Debarment	1
10.	RFQ Submittal Check List	1

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile, or by U.S. Mail, or e-mail.

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Construction Management Services Pool"

RFQ NO: 2015-008-01-28-MSS

Acceptance Due Date: **January 28, 2015**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Moises Salazar, Buyer III
(956) 292-7000 Ext. 4865
moises.salazar@co.hidalgo.tx.us

1. Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) **Construction Management Services Pool",** in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

2. One (1) original, three (3) copies of all qualifications and eight (8) CDs in PDF Format are required with the respondent's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, ***RFQ – 2015-008-01-28-MSS-"HIDALGO COUNTY (Including all funding sources, programs, and entities) Construction Management Services Pool",*** and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, January 28, 2015.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

   Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with

their qualification including catalogue numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

13. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY (Including all funding sources, programs, and entities) Construction Management Services Pool"**

e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**January 28 , 2015**
Award of Contract	_____, 2015
Commence Work or Deliver Products	_____, 2015

16. HIDALGO COUNTY APPROVED HOLIDAYS

2015 YEAR	
New Year's Day	01/01/15
Martin Luther King Day	01/19/15
President's Day	02/16/15
Good Friday	04/03/15
Memorial Day	05/25/15
Independence Day	07/03/15
Labor Day	09/07/15
Columbus' Day	10/12/15
Veteran's Day	11/11/15
Thanks Giving Day	11/26/15 and 11/27/15
Christmas Day	12/24/15 and 12/25/15
New Year's Eve	12/31/15

17. ~~BID OR PERFORMANCE BOND~~ AND DEBARMENT CERTIFICATION; ~~PAYMENT UNDER CONTRACT~~:

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas~~. All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any

procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. **DISCLOSURE OF CONFLICT OF INTEREST**

- **Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.**

  Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539©Hidalgo County Courthouse.

  COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT.

20. If, during the life of any contract or qualification awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

21. Qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

22. Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful respondent's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondent's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark

infringement, and the like, arising out of the goods or services provided by successful respondent.

27. Successful respondent shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Respondents shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Request for Qualifications
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Construction Management Services Pool"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

REQUEST FOR QUALIFICATIONS

CONSTRUCTION MANAGEMENT SERVICES POOL

RFQ No.: 2015-008-01-28-MSS

The County of Hidalgo will be accepting Statements of Qualifications from qualified firms/individuals in order to establish a pre-qualified Construction Management Services Pool on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool will be for a period starting from March 16, **2015** through **March 15, 2016**. The Hidalgo County Purchasing Department will receive sealed Statements of Qualifications for the provision of **"Construction Management Services Pool-Hidalgo County"** (including all funding sources, Programs, and Entities)**-Request For Qualifications** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, January 28, 2015. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request for Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTAL/DELIVERY:

A total of **one (1) original and three (3) copies and eight (8) CD's in PDF format** of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their responses, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of qualifications responses be sealed, clearly marked and/or labeled with the Company's name, RFQ number 2015-008-01-28-MSS, Project Title, and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (RFQ's, bids, proposals and/or quotes) shall be the responsibility of the respondent participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

PROPOSER'S AFFIDAVIT: Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or (3) that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION: Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's: Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Respondents must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the Respondent's ability.

RESPONDENT DEFAULT: Hidalgo County reserves the right, in case of respondent default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS: Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956)292-7612 or via e-mail to moises.salazar@co.hidalgo.tx.us BY NO LATER THAN Wednesday, January 21, 2015 at 5:00 p.m. Responses will be sent to all applicants by Friday, January 23, 2015. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SIGNING OF QUALIFICATIONS: In order to be considered, all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES: Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING: The successful respondent may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL: The term of the pool will be for a period of one (1) year or upon completion of project(s) unless project specific for more than one year.

DAVIS BACON ACT: Construction Manager (CM) when required by County will be responsible to monitor and enforce the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with funding for construction that contain similar minimum wage provisions.

SECTION II -RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS: The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations may result in disqualification of the submitted RFQ. The participating firm(s) may include copies of their current Professional Liability Insurance. (Refer to Exhibit C) as required by Hidalgo County and/or pertinent to the services provided.

UNDERSTANDING OF THE PROJECT: This section should demonstrate the respondent's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS: The selected professional Construction Manager will act as County's advocate and represent the County in managing the construction process including: pre-construction phases, contract administration, inspection, quality control, document control, schedule, cost management and project close out phases. The County of Hidalgo is seeking to contract with competent Contract Management firm(s), registered to practice in the State of Texas, which has had experience in, but not limited to, the following areas:

- General Design and Construction
- Preconstruction Services
- Pre-Design and Design Phases Services
- Procurement Phase Services
- Federal, State and County-funded construction projects
- Construction Phase Services
- Projects located in this general region of the state
- Close Out Phase Services

Additionally, this section should include a description of the firm's project personnel and their most recent (and varied) projects. For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

PERSONNEL AND STAFFING: The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED EDUCATION/EXPERIENCE SUBMITTAL:
This section will contain the assigned Construction Managers' course work, and/or degrees/diplomas earned from an accredited university/college etc. in the United States specifically pertaining to Construction Management and/or Construction Science. Hidalgo County will accept Construction Management experience in lieu of education. Two years experience may be substituted for each year of education. A minimum of a Bachelors Degree plus 5 years experience or equivalent is required (i.e. An Associate's Degree in a Construction Management related field plus a total of 9 years of varied Construction Management experience; or a combination education/experience that will meet a minimum of 13 years in varied Construction Management experience). A statement should also be included with the assigned Construction Managers' education, training, courses, experience, etc. in related field/work.

SCOPE OF SERVICES:

Construction Manager (CM) is to serve as the Construction Project Management representative for Hidalgo County and to oversight of the construction process, from pre-construction through project close-out, utilizing full-time representation on site.

CM, as Hidalgo County's Representative, will be authorized to issue and receive notices, correspondence and other communications, to meet with contracting parties and to in general represent the interests of Hidalgo County.

A. PROJECT APPROACH:

CM will represent Hidalgo County in the completion of the pre-construction process, oversee construction of projects and oversee the project close-out process. This representation will be conducted by a full time representative on site and will commence with the development of a Construction / Project Management Plan specifically tailored for the project.

- Construction/project management plan development

CM will work with Hidalgo County representatives to develop a Construction/Project Management Plan, which shall define and document all project requirements in narrative form. This document will serve to outline the scope of work of each of the team members and the plans and strategies for fulfilling those requirements.

During the development of the Project Management Plan, CM will develop a Master Schedule incorporating any current schedules developed by Hidalgo County and/or project architects/engineers. Once finalized and approved by Hidalgo County representatives, the schedule will serve as the road map for construction, FF&E procurement and project close-out activities. Once the contractor has been selected, the Master Schedule will be updated to reflect major activities included in the more detailed construction schedule.

- Master Project Budget Development

In addition to developing the Master Schedule, CM will propose to develop a Master Project Budget, which will include all existing budgets prepared by Hidalgo County and/or project architects/engineers. This Project Budget will be utilized to track costs for all components of the project including, but not limited to: design fees, construction costs, FF&E costs, etc. CM will also perform a detailed analysis of the construction budget to better understand the anticipated costs, which will enable the County to be prepared for the bidding / buyout process.

- Basic Components of Project Management Plan

In addition to the Master Schedule and Project Budget, the following basic components of The Project Management Plan will be included but not limited in the plan and updated throughout the course of the project:

- Bid Packaging/Contracting Strategy
- Construction Management
- FF&E Procurement, Handling and Installation
- Facility Startup
- Project Closeout

B. PRE-CONSTRUCTION PHASE

- General Duties:
  - **Site Investigations**

    Prior to design, the CM will learn the about of the conditions at the site. This would include but not limited to the following:
    - Existing conditions assessment – (review existing in the field)
    - Site investigations: Need for fill clearing and/or grubbing
    - Access to the site
    - Amount of lay down area available
    - Utility availability and routes into site
    - Constraints (railroad locations, adjacent schools, noise, etc…)
    - Note surface conditions
    - CM will obtain all available existing plots and plans of the areas to obtain Information that will include:

- Size of the Site
- Existing structures
- Existing roads and rights-of- away
- Easements

- **Site Visit**

o Visiting the site is critical to a successful project and therefore program. Verifying existing conditions to ensure no hidden or differing site conditions exist will help to minimize costly changes in the future. CM will investigate the area and conditions around the site that could affect the work. During the site the following will be investigated but not limited to the following:

Traffic studies for getting deliveries to the site

Utilities (Gas, water, electric, telephone, sewer, storm drain, etc…)

Neighborhoods affected (Who, What, When , and How we can affect the area)

- Design:

It is understood the design documents will be completed by project architects/engineers and are to be approved by Hidalgo County Commissioners' Court. CM is to assist the Project Team in finalizing and obtaining all required permits from the regulatory agencies, which includes all state, county, and local approvals. CM will develop a project management plan. The plan will consist of the following.

- Cost estimating
- Cost budgeting
- Cost control.

- Contractor Bid Solicitation and Selection

CM will work in conjunction with Hidalgo County and project architects/engineers to order to solicit, review and select the contractor. This will include assistance in the development of the bid packages, conducting any required pre-bid meetings, review of bid documents/proposals and the selection of the proposed contractor.

- Bid and Award

CM is to be involved with the bidding and award process including assistance in the preparation, issuance and execution of the various construction related contracts.

- Pre-Construction Conference

Once a contractor has been selected, CM will organize and conduct a pre-construction conference. The agenda will cover site organization, communications, correspondence, submittals, meetings, requisitions, change orders and schedule. This conference will include all project stakeholders including Hidalgo County representatives, architects/engineers (including their design consultants) and the contractor. A positive, pre-construction kick-off conference between all project stakeholders greatly increases the success of the project.

- Permits and Insurance

CM will confirm that all applicable permits have been applied for and issued and verify that insurance certificates have been filed as required prior to initiation of the work. In addition, CM will issue the Notice of Award and Notice to Proceed on behalf of Hidalgo County.

C. CONSTRUCTION PHASE

- General Duties

CM will operate as the Hidalgo County Representative in overseeing the day to day construction activities of all prime construction contracts to Hidalgo County. CM shall work to ensure all consultants and construction firms, as well as any third party CMs, required for the project fulfills their responsibilities to Hidalgo County.

- Construction Administration Procedures

CM will establish and maintain construction administration procedures. All communications between various members of the Project Team and the contractor(s) will be through the County's Contract Manager. These procedures will be detailed in the Project Management Plan.

- Field Reports

Construction Manager will ensure the contractor prepares a daily log of all project activity to include:
- Weather
- Contractor(s) manpower
- Contractor(s) equipment
- Material/equipment deliveries
- General description of work performed and location
- Issues and areas of concern or critical to job progress

- Monthly Progress Reports

Each month, CM will prepare a monthly report outlining the activities of the preceding month. The initial development of the report will occur in conjunction with Hidalgo County to ensure all required information is included. At a minimum, project will include the following information required by Hidalgo County:
- Updated program information
- Updated project information
- Updated budget information
- Updated schedule information
- Progress photos

- Progress Photo's:

Construction Manager will take and maintain a progress photo catalog on behalf of Hidalgo County. Each month, a disk of progress photos will be included in the Monthly Progress report. At the completion of the project, all photos will be transferred to Hidalgo County via the county's preferred method (i.e. disk, external hard drive, etc.).

- Project Progress Meetings

CM will organize, conduct, and document progress meetings involving the project architect/engineers, the contractor's principal personnel, and as required, Hidalgo County. Included in these meetings will be topics covering schedule, budget, quality control, submittals/shop drawings, etc.

- Schedule Review

CM will establish the documented procedure for tracking the construction schedule and all updates. It is anticipated that the contractor will provide weekly updates to the schedule during the project progress meetings; however, we also understand there will be a need to participate in stand-alone scheduling meetings. In addition to the weekly update schedules, CM will require the contractor to provide look-ahead schedules in order to ascertain activities that need Hidalgo County and/or architect/engineer involvement. These procedures will be included in the Project Procedures Manual and will tie closely with the Master Schedule.

- Change Order Review

CM will establish the documented procedure for initiating, negotiating, recommending approval to County and tracking contract change orders. These procedures will be included in the Project Procedures Manual and will tie closely with the Project Budget. In addition, CM will incorporate cost and schedule impact from change orders into the project cost reports and the project construction schedule.

- Quality Control

CM will monitor the terms of the contract with the General Contractor and expect project architect/engineer will monitor contractor compliance with the Construction Documents and the quality level expected for the project. Quality Control encompasses all phases of the work, such as approval of submittals, procurement, storage of materials and equipment, coordination of subcontractor's activities, and the inspections and tests required to be sure that specified materials are used and installation is acceptable to produce the required end product. CM will work with architects to assist in monitoring the quality of the work being performed and ensure the contractor maintains the quality expected as well provide any corrective action required for any identified deficiencies. In addition to the contractor, CM will monitor the activities of all testing inspection consultants, inclusive of testing laboratories, factory testing, on-site testing, etc. CM will develop monitoring and tracking procedures to be followed by all testing inspection consultants and will require results be provided on a weekly, or daily if needed, basis. Project architects and their consultants will be involved as required and any deficiencies will be corrected under the direction of the contractor with oversight by project architect, their consultants and/or CM.

- Safety and Health

CM will ensure that an accident-free and comfortable work environment is observed by eliminating recognized hazards from the workplace. CM health and safety program, and specific individual programs, have been developed to assure compliance with federal, state, and local regulations with particular emphasis on the Occupational Health and Safety Rules and Regulations that apply to our operations.

- Submittal / Shop Drawing Control

CM will work with project architects to establish a submittal / shop drawings process and tracking spreadsheet, which will then be monitored each week. The process will ensure both the contractor and project architects (and their consultants if required) are following the contractual timelines for submission and review of submittals / shop drawings as well as track when the equipment, materials, etc. are to arrive on site. CM will act as an intermediary between the design consultants and the contractor when required to ensure the project proceeds as required for the schedule. The most common culprit to delaying the submittal / shop drawing process is the contractor's lack of a proper review before submission; therefore, CM will work with the contractor to ensure the proper review occurs and develop plans for rectifying any re-occurring review issues.

- Payment Application Review

CM will develop a two-step process for the review and approval of the contractor payment applications:

• Step One - During the final week of each month, CM will conduct a payment application review meeting to include architects and the contractors for the purpose of reviewing a draft of the monthly payment application. Each line item will be reviewed and either accepted or noted for changes.

• Step Two – A second meeting will be held with the contractor to review the corrected payment application. If acceptable, CM will recommend approval to the project architects and Hidalgo County.
If changes need to occur, CM will work with the contractor to get all changes made as soon as possible for acceptance.

- Record Drawings

CM will monitor the preparation of record drawings by the contractor(s) during the course of the work.
Those dedicated marked-up construction drawings and specifications will be received at the completion of construction and transmitted to Hidalgo County.

- Substantial Completion/Final Completion

CM will manage the issue of certificates of substantial completion to all prime contracts, and the process of closing out contracts financially and with respect to all requirements of the contract drawings and specifications.

D. PROJECT CLOSE-OUT PHASE

Close-out Procedures
CM will coordinate all project closeout procedures. When the work is completed, all documents will be organized and transmitted to Hidalgo County, including record drawings, Operations & Maintenance data, warranties and guarantees and lien waivers.

- Occupancy Permits

CM will monitor the final inspections by the applicable regulatory agencies and coordinate the required occupancy permits.

- Operations & Maintenance Manuals and Training

CM will receive and log for transmittal to the Hidalgo County all required Operations and Maintenance data.

- Warranties/Guarantees

CM will work with project architects and contractors to ensure receipt of and then assemble for transmittal to Hidalgo County all applicable warranties and guarantees.

- Final Report

CM will prepare a final project report inclusive of all close-out documentation, progress photos, etc.

- Final Payment

CM, with input from project architects, will review the final payment request upon successful completion of all closeout items, including final punch list, all permits, substantial completion certificate(s), and resolution of any open claims or liens. Once CM, together with the architect, is satisfied that all contractual obligations have been complied with, CM will recommend approval and submit to Hidalgo County the final pay request.

Additionally, Statements of Qualifications should include, but not limited to the following information:

1) Firm name, address, phone number and person to contact regarding the Statement of Qualifications.
2) Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:
   - Copies of any related, diplomas/degrees, and/or achievements acquired by professional management staff.
   - Construction Management Services.
   - List of projects performed for Counties, Municipal Entities, State within the last five years.
   - General list of construction projects within the past year.
   - List of in-State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.
   - Ability to commence services immediately after successfully negotiating a contract for services.
   - Familiarity with the geographical area.
   - Statement regarding an Affirmative Action Program.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:
The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq. Once selected, proposer is to provide a fee proposal based on the scope of work.

SECTION III -SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form." The evaluation system consists of a 100-point system.

1. Professional Qualifications **(25)**

The firm should provide copies of assigned Construction Managers' course work, and/or degrees/diplomas from accredited university/college in the United States specifically pertaining to Construction Management and/or Construction Science. Two years experience may be substituted for each year of education. A minimum of a Bachelors Degree plus 5 years experience or equivalent is required (i.e. An Associate's Degree in a Construction Management related field plus a total of 9 years of varied Construction Management experience; or a combination education/experience that will meet a minimum of 13 years in varied Construction Management experience). A statement should also be included with the assigned Construction Managers' education, training, courses, experience, etc. in related field/work. Experience in Construction Management performed for Federal, State, County, City, School Districts, etc. projects will be accepted in lieu of education.

2. Experience of Project Team/Ability to Commit Resources **(25)**

In addition to the Construction Manager and the Professional Team Member(s), the provider shall designate experienced technical staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. Response shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of various projects proposed as similar work experience.

The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities, or other clients as stated in the Request For Qualifications (RFQ). Varied Construction Management experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

3. Experience/Availability of Construction Manager **(20)**

The Construction Manager must have adequate experience in managing varied projects of a similar nature and scope and shall be registered to do business in the State of Texas; the Construction manager's resume must be included in an appendix. Scope of relative projects must be included as well.

In the following criteria for minimum and preferred qualifications, one year, two years, etc. experience need not consist of continuous work but may be made up of discontinuous periods of full-time work adding up to the equivalent years of full-time experience.

Minimum Qualifications - The Construction manager must have managed two (2) different types of projects and must be personally involved with 50% of the technical development of the projects.

Preferred Qualifications - The Construction manager must have managed five (5) different types of projects; plus be 85-100% personally involved with the technical development of the projects.

4. Understanding of Project **(20)**

The statement of qualifications shall include the following:

1) Demonstrate an understanding of the scope of services
2) Address appropriate Federal/State/Local regulations and policies
3) Identify information to be gathered or obtained.

Responsiveness to RFQ:

* Response is Clear
* Response is Well Organized
* Easy to Evaluate
* Appropriate to this RFQ.

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc.

Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. Familiarity with Applicable Rules and Regulations **(10)**

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications - Suitable examples of previous projects completed in the area by the Construction Manager, in addition to the minimum qualifications.

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Construction Management Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court, or Elected Official or User Department in need of Construction Management Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, thereafter, will review, score, and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications.

2. A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firm(s) will be asked to submit (as part of those negotiations) a "scope of service" including fees;
2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.
3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm.

EVALUATION FORM
EXHIBIT "B"
CONSTRUCTION MANAGEMENT SERVICES
RFQ No. 2015-008-01-28-MSS

Selection Criteria	Points	Score
1. PROFESSIONAL QUALIFICATIONS (25 pts. max.) ➢ **Meets educational** background in Construction Management and/or Construction Science i.e.: o Bachelors Degree or o Associates Degree with 4 years experience in varied Construction Management to meet educational requirement o 8 years experience with Federal, County, City, School Districts, etc. in varied Construction Management to meet educational requirement, etc.	15	
➢ **Meets** additional minimum required **experience** of 5 years in providing the services of Construction Management and/or Construction Science to Federal, County, City, School Districts, etc.	10	
Comments/Rationale For Points:		**Total:**
2. EXPERIENCE OF PROJECT FIRM / ABILITY TO COMMIT RESOURCES (25 pts. max.) ➢ Designate management structure with Resumes of the key technical staff members in an appendix form	5	
➢ Identifying the project composition, project leadership, reporting responsibilities	10	
➢ Technical staff member with Federal, State, County, City, School District projects experience.	10	
Comments/Rationale For Points:		**Total:**
3. EXPERIENCE / AVAILABILITY OF CONSTRUCTION MANAGER (20 pts. max.) ➢ The Construction Manager must have adequate experience in similar nature and scope	5	
➢ Must be a Professional Construction Management registered in the State of Texas and must be included in Appendix	5	
➢ Construction Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	
Comments/Rationale For Points:		**Total:**
4. UNDERSTANDING OF PROJECT (20 pts. max.) ➢ Demonstrate an understanding of the scope of services	5	
➢ Knowledge and experience working with multiple entities, Federal, State, Counties, Cities, School Districts, etc. Ability to address appropriate Federal/ State/ Local Government regulations and policies.	5	

➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	
➢ RFQ responsiveness, Response is clear, well organized, easy to evaluate, and appropriate to this RFQ	5	
Comments/Rationale For Points:		**Total:**
5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS: (10 pts. max.) ➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	
Comments/Rationale For Points:		**TOTAL:**
TOTAL SCORE:		

EVALUATION INFORMATION:

Project No.: _____

Project Name: _____

Department: _____

Firm/Participant: _____

Name of Evaluator: _____

Evaluator Signature: _____

Date: _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

<u>Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).</u> Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD	CERTIFICATE OF INSURANCE	DATE (MM/DD/YY)
PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

  Professional Liability (Errors & Omissions): $_____

  Automobile Liability: $_____ General Liability: $_____

- have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING
FOR "CONSTRUCTION MANAGEMENT SERVICES"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 20_____.

_____

Notary Public

My commission expires:_____, 20_____

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: Mailing/Postal Address: 2812 S. Business Hwy. 281 Physical Address: 2802 S. Business Hwy. 281 Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address: **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify** **State Identification No.**_____ **(Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ **Date:**_____ **Other:**
Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify**
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** **Disadvantaged Business (At Least 51% Ownership)** ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt **Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☐ No **Indicate Certification No.(s):**_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):** **Date Forwarded Information to Auditor's Office:**_____**Entry Date:** _____ **Vendor No.:**

(THIS PAGE MUST BE SUBMITTED WITH PROPOSAL)

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

(THIS PAGE MUST BE SUBMITTED WITH PROPOSAL)

Form **W-9**
(Rev. January 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number
___ ___ ___ – ___ ___ – ___ ___ ___ ___

or

Employer identification number
__ – ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or

3. The IRS tells the requester that you furnished an incorrect TIN, or

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov/online/ss-5.pdf*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses/* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS

CONSTRUCTION MANAGEMENT SERVICES POOL

RFQ No.: 2015-008-01-28-MSS

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response, failure to submit any of these forms may be considered non responsive.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Exhibit "C" - Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" - CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" - Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One (1) Original, three (3) Copies, and eight (8) CD's containing a complete copy of Response.

_____ _____

Signature Date

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

January 12, 2015

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY** (Including all funding sources, programs, and entities)
Request for Qualifications (RFQ)-"***Professional Engineering Services-Construction Materials & Geo Technical Testing Pool***"
RFQ No.: 2015-007-01-28-SMA

Dear Respondent:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated out RFQ packet. Carefully read and review all instructions, requirements, specification and/or scope of work included in this packet

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
"Professional Engineering Services
Construction Materials & Geo Technical Testing Pool"
RFQ NO: 2015-007-1-28-SMA

ITEM	DESCRIPTION	NO. OF PAGES
1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	6
4.	Attachment A-Schedule of Services and Related Fees (sample form)	4
5.	Exhibit B, Evaluation Form	1
6.	Exhibit C, Insurance Requirements,	4
7.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
8.	Exhibit E, Proposer's Affidavit	1
9.	Vendor/Bidder Application and W-9 form	6
10.	Certification Regarding Debarment	1
11.	RFQ Submittal Check List	1

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

January 12, 2015
Date

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services- Construction Materials & Geo Technical Testing Pool"

RFQ NO: 2015-007-01-28-SMA

Acceptance Due Date: **January 28, 2015**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Sandra Montalvo, Buyer II
(956) 292-7000 Ext. 4865
sandra.montalvo@co.hidalgo.tx.us

1. Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) Professional Engineering Services-Construction Materials & Geo Technical Testing Pool", in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

2. **One (1) original, three (3) copies** of all qualifications and eight **(8) CDs in PDF Format** are required with the respondent's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, ***RFQ–2015-007-01-28-SMA-"HIDALGO COUNTY (Including all funding sources, programs, and entities) Professional Engineering Services-Construction Materials &Geo Technical Testing Pool"***, and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, January 28, 2015.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

   Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with

their qualification including catalogue numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

13. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY** **(Including all funding sources, programs, and entities)** ***Professional Engineering Services-Construction Materials & Geotechnical Testing Pool",***
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2808 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**January 28 , 2015**
Award of Contract:	2015
Commence Work or Deliver Products:	2015

16. HIDALGO COUNTY HOLIDAYS:

2015 YEAR	
New Year's Day	**01/01/15**
Martin Luther King Day	**01/19/15**
President's Day	**02/16/15**
Good Friday	**04/03/15**
Memorial Day	**05/25/15**
Independence Day	**07/03/15**
Labor Day	**09/07/15**
Columbus Day	**10/12/15**
Veteran's Day	**11/11/15**
Thanksgiving Day	**11/26/15 and 11/27/15**
Christmas Day	**12/24/15 and 12/25/15**
New Year's Eve	**12/31/15**

17. ~~BID OR PERFORMANCE BOND~~ AND DEBARMENT CERTIFICATION; ~~PAYMENT UNDER CONTRACT:~~

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas~~. All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty-Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. **DISCLOSURE OF CONFLICT OF INTEREST**

- **Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.**

Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539CHidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT.

20. If, during the life of any contract or qualification awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

21. Qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

22. Minimum Standards for Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful respondent's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondent's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful respondent.

27. Successful respondent shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Respondents shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Request for Qualifications
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)
Professional Engineering Services
"Construction Materials & Geo Technical Testing Pool"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Engineering Services-Construction Materials & Geo Technical Testing Pool"

RFQ NO: 2015-007-01-28-SMA

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas Professional Independent Testing Laboratories in order to establish a pre-qualified pool of Independent Testing Laboratories on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Independent Testing Laboratories will be for a period starting **March 16, 2015 through March 15, 2016**. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of ***"PROFESSIONAL ENGINEERING SERVICE-CONSTRUCTION MATERIALS GEO TECHNICAL TESTING POOL" RFQ NO: 2015-007-01-28-SMA*** *Request* For Qualifications" as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, January 28, 2015.** **ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request for Qualifications:

SECTION- I

GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTALS/DELIVERY:

A total of One (1) original, three (3) copies and (8) CD's in PDF Format of RFQs should be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of qualifications responses be sealed, clearly marked and/or labeled with the Company's name, RFQ No.2015-007-01-28-SMA, Project Name, Opening Date and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the sealed envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

RESPONDENT DEFAULT:
Hidalgo County reserves the right, in case of respondent default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS:
Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956)292-7612 or via e-mail to sandra.montalvo@co.hidalgo.tx.us BY NO LATER THAN Wednesday, January 21, 2015 at 5:00 p.m. Responses will be sent to all applicants by Friday, January 23, 2015. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. **Please sign the original in *blue ink*.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful respondent may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT (if applicable):
All selected and awarded firms are required; if applicable adhere to the Davis-Bacon Act.

SECTION II
RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will may result in disqualification of the submitted RFQ

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondent understands of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with a competent independent material testing laboratory, registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Roadway Material Production and Construction Inspection Testing
- Inspection of Hot Mix and Concrete Plants
- Drilling and Logging of Soil Borings
- Acquisition and Testing of Samples of Existing Soils for the Planning, Design and Construction of Transporting Facilities
- Roadway Construction Project located in Hidalgo County
- TxDot Certification

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. **A list of ongoing projects similar in scope under TxDOT procurement basis shall be included in a appendix.** For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to five (5) pages.

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any current licenses and/or certifications as required by STATE OF TEXAS.

SCOPE OF SERVICES:
The construction materials testing services contract will encompass all project-related testing services to the County of Hidalgo including, but not limited to, the following:

Hidalgo County is inviting qualifications from qualified Independent Testing Laboratories to provide construction materials testing services for the "Projects". **Name additional testing services that are sublet to other consulting firms.**

Minimum Qualifications for Independent Testing Laboratories include, but may not be limited to the following:

a) Ability to perform Geotechnical Testing/ Investigation/ Drilling
b) Ability to perform Environmental Services
c) Ability to perform Soil Density Testing
d) Ability to perform Surveying and Sampling Soils
e) Ability to perform Materials Testing (Asphaltic and Concrete)

f) Ability to perform Material Testing and Laboratory Analysis
g) Ability to perform Hot Mix Plant Inspections and Testing
h) Ability to perform Transportation Foundation Studies
i) Ability to perform Building Foundation Studies
j) Ability to perform Professional Liability Insurance for $1 Million Dollars without limiting liability to Professional Fees
k) Average response time from your office to the job site

CONSTRUCTION MATERIALS & GEO TECHNICAL TESTING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:
The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

SECTION -III
SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:
The evaluation system consists of a 100-point system.

1. **STAFFING OF PROJECT TEAM**
The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects hall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities or other clients as stated in the Request for Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix. **Indicate the number of engineers on your staff.**

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES**
The provider shall designate experienced independent testing laboratory staff to completely and efficiently perform the work. The designated individuals (Project Manager and Key Personnel) may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership and reporting responsibilities and address how sub providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this selection, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. **METHODOLOGY**
The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

- Knowledge, experience, and the equipment to provide the anticipated services
- Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS**
The statement of qualifications shall include the following:
- demonstrate an understanding of the scope of services
- address appropriate Federal/State/Local regulations and policies
- identify information to be gathered or obtained

➢ Responsiveness to RFQ:
- Response is Clear

- Response is Well Organized
- Easy to Evaluate
- Appropriate to this RFQ.

Minimum Qualifications
The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc.

Preferred Qualifications
The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required)

Minimum Qualifications
The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications
Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Construction Materials Testing Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court , Elected Official and/or the User Department in need of Construction Materials Testing Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, thereafter, will review, score, and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications.

2. A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) Attachment "A" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees

RFQ NO: 2015-007-01-28-SMA

This form is merely to be used as a guide for the used post ranking by commissioners' court only
Refer back to Section III- page 6, negotiations process

NO.	DESCRIPTION	UNIT COST
	PERSONNEL RATES	
01	Soils and Aggregate Technician	$ / Hour
02	Surveying and Sampling Soils for Highways	$ / Hour
03	Soils Technician- Density Testing, Radiation Safety Certified	$ /Hour
04	HMA Level 1-A Certified Technician	$ / Hour
05	HMA Level 1-B Certified Technician	$ / Hour
06	ACI Certified Field Grade I Technician A. Includes necessary concrete slump cone, rod, air meter, thermometer	$ / Hour
07	ACI Certified Field Grade II Technician	$ / Hour
08	Geotechnical Engineer, P.E.	$ / Hour
09	Geotechnical Engineer, E.I.T.	$ / Hour
10	Secretarial, Report Preparation and Reporting	$ / Hour
11	Logger (In Conjunction with Engineer)	$ / Hour
	TRAVEL EXPENSE	
12	Vehicle Fee Mileage (Applicable for all Trips)	$ / Mile
13	Mobilization for Truck Mounted Rig, Drill Crew & Support	$ / Mile
14	Mobilization non standard equipment (4x4 All Terrain Rig)	Cost + %
15	Barge Mobilization and Rental	Cost + %
	GEOTECHNICAL DRILLING AND ENGINEERING SERVICES	
16	Borings in Soil	$ / Foot
17	Borings in Soft Rock	$ / Foot
18	Rock Coring	$ / Foot
19	Standby Time (Drill Rig and Crew)	$ / Foot
20	Grout/ Bentonite Backfill	$ / Foot
21	Dozer/ Clearing Cost	Cost + %
22	Concrete/Asphalt Patch	$
23	Traffic Control/ Signs, Barricades, etc.	Cost + %
24	All Other Outside Expenses	Cost + %
NO.	**DESCRIPTION**	**UNIT COST**
	EQUIPMENT EXPENSE	
25	Laptop Computer Rental (w/ Printer)	$ /Day
26	Laptop Computer Rental (w/ Printer)	$ /Wk

SAMPLE

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees

RFQ NO: 2015-007-01-28-SMA

27	Laptop Computer Rental (w/ Printer)	$	/Mo.
28	Concrete Beam Breaker	$	/Day
29	Concrete Beam Breaker	$	/Wk
30	Concrete Beam Breaker	$	/Mo.
31	Vacuum Extractor	$	/Mo.
32	Asphalt Thermometer (Provided w/ Technician)	NC	
33	Miscellaneous Expenses	Cost +	%
TEX METHOD	**TEST DESCRIPTION**	**UNIT COST**	
	SOILS SECTION		
Tex-100-E	Surveying and Sampling Soils for Highways	$	Hr
Tex-103-E	Determination of Moisture Content is Soil Material	$	Ea
Tex-104-E	Determination of Liquid Limit of Soils	$	Ea
Tex-105-E	Determination of Plastic Limit of Soils	$	Ea
Tex-106-E	Methods of Calculating the Plasticity Index of Soils w/ 104-E and 105-E	$	Ea
Tex-107-E	Determination of Bar Linear Shrinkage of Soils	$	Ea
Tex-108-E	Determination of Specific Gravity of Soils	$	Ea
Tex-110-E	Part I Sieves thru 40	$	Ea
	Part II Sieves thru 200	$	Ea
	Additional Sieves	$	Ea
Tex-111-E	Minus 200 Sieve Analysis	$	Ea
Tex-113-E	Laboratory Compaction Characteristics and Moisture Density Relationship of Base Materials and Cohesionless Sand	$	Ea
Tex-116-E	Ball Mill Method for Determination of the Disintegration of Flexible Base Material	$	Ea
Tex-117-E	TRIAXIAL COMPRESSIVE TEST FOR Disturbed Soils and Base materials (Part I Standard Method)	$	Ea
	Disturbed Soils and Base Materials (Part II)	$	Ea
Tex-118-E	Triaxial Compression Test for Undisturbed Samples	$	Ea
Tex-128-E	Determination of Soil pH	$	Ea
Tex-129-E	Method of Test for the Resistivity of Soils Material	$	Ea
	HOT MIX SECTION		
Tex-200-F	Sieve Analysis of Fine and Coarse Aggregates (Dry)	$	Ea
	Sieve Analysis of Fine and Coarse Aggregates (Wet)	$	Ea.
Tex-201-F	Bulk Specific Gravity and Water Absorption of Aggregate	$	Ea
Tex-202-F	Apparent Specific Gravity of material Finer than 180m (No. 80) Sieve	$	Ea
Tex-203-F	Sand Equivalent Test	$	Ea.

SAMPLE

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees
RFQ NO: 2015-007-01-28-SMA

Tex-205-F	Laboratory Method of Mixing Bituminous Mixtures	$ Ea
TEX METHOD	TEST DESCRIPTION	UNIT COST
Tex-206-F	Method of Compacting Test Specimens of Bituminous Mixtures	$ Set
Tex-207-F	Determination of Density of Compacted Bituminous Mixtures	$ Ea
Tex-208-F	Test for Stabilometer Value of Bituminous Mixtures	$ Set
Tex-210-F	Determination of Asphalt Content of Bituminous Mixtures by Extraction	$ Ea
Tex-212-F	Determination of Moisture Content of Bituminous Mixtures Part II	$ Ea
Tex-217-F	Determination of Deleterious Material and Decantation	$ Ea
	Test for Coarse Aggregate	$ Ea
Tex-224-F	Determination of Falkiness index	$ Ea
Tex-227-F	Theoretical Maximum Specific Gravity of Bituminous Mixtures	$ Ea
	CONCRETE SECTION	
Tex-401-A	Sieve Analysis of Fine and Coarse Aggregate (Dry)	$ Ea
	Sieve Analysis of Fine and Coarse Aggregate (Wet)	$ Ea
Tex-402-A	Fineness Modulus of Fine Aggregate (In Conjunction with 401-A)	$ Ea
Tex-403-A	Saturated Surface Dry Specific Gravity and Absorption of Aggregates	$ Ea
Tex-404-A	Determination of Unit Mass (Weight) of Aggregates	$ Ea
Tex-405-A	Determination of Percent Solids and Voids in Concrete Aggregate	$ Ea
Tex-406-A	Material Finer than 75um (No. 200) Sieve in Mineral Aggregates (Decantation Test for Concrete Aggregates)	$ Ea
Tex-407-A	Method For Sampling Freshly Mixed Concrete (included in hourly technician rate)	$ Ea
Tex-408-A	Organic Impurities in Fine Aggregate for Concrete	$ Ea
Tex-409-A	Free Moisture and Water Absorption in Aggregate for Concrete	$ Ea
Tex-413-A	Determination of Deleterious Materials in Mineral Aggregate	$ Ea
Tex-415-A	Slump of Portland Cement Concrete (Included in hourly technician rate)	N/C
Tex-416-A	Air Content of Freshly Mixed Concrete by the Pressure Method (Included in hourly technician rate)	N/C
Tex-420-A	Flexural Strength of Concrete (Using Simple Beam Center Point Loading)	$ Ea
Tex-447-A	Making and Curing Concrete Test Specimens (Technician time to make cylinders will be charged at approved hourly rates)	$ Ea
Tex-448-A	Flexural Strength of Concrete (Using Sample Beam Third Point Loading)	$ Ea

SAMPLE

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees

RFQ NO: 2015-007-01-28-SMA

Tex-460-A	Determination of Crushed Face Particle Count	$ Ea
TEX METHOD	**TEST DESCRIPTION**	**UNIT COST**
ASPHALT SECTION		
Tex-530-C	Effect of Water on Bituminous Paving Mixtures	$ Ea
Tex-531-C	Prediction of Moisture Induced Damage to Bituminous Paving Materials Using Molded Specimens	$ Ea
other section	Insert any other services provided and unit price category (i.e. Each, Set, Hour, Etc.)	

SAMPLE

EXHIBIT "B"

Evaluation Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services- Construction Materials & Geo Technical Testing Pool"

RFQ NO: 2015-007-01-28-SMA

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM -- (25 points maximum)		
➢ Provide information on their proposed professional team members	10	
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	
➢ A list of various projects for comparative purposes	5	
Comments/Rationale for points:	**TOTAL**	
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	
Comments/Rationale for points:	**TOTAL**	
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	
Comments/Rationale for points:	**TOTAL**	
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	
Comments/Rationale for points:	**TOTAL**	
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum))		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	**5**	
Comments/Rationale for points:	**TOTAL**	
	TOTAL SCORE:	

Project No.:_____

Project Name:: _____

Department::_____

Firm/Participant:Name:_____

Evaluator:_____ Date:_____

EXHIBIT C

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers, Surveyors & Other Professional Services)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PER & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC / AGG	$ / $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT.**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required <u>must be presented</u> as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 20_____

Notary Public_____

My commission expires:_____, 20_____.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the
Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name:	Telephone No. ( )
dba Name:	
Legal Name:	
Mailing Address:	Fax No. ( )
Physical Address:	
City, State, Zip	Tax I.D. No.
Remit to Address :	City, State, Zip
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ (Please attached completed W-9 form with this application)

Federal Identification No. or (if individual) SS No. :

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business:_____Disadvantaged Business (At Least 51% Ownership)

☐ **Less than 125,000 annual gross receipt**
☐ **Less than 250,000 annual gross receipt**
☐ **Less than 499,000 annual gross receipt**
☐ **More than 500,000 annual gross receipt**

☐ **Black American**
☐ **Hispanic American**
☐ **Asian Pacific American**

☐ **Native American**
☐ **Women**
☐ **Other**

Have you been certified as a HUB or an MBE/WBE source?: ☐ **Yes** ☐ **No**

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ **Yes** ☐ **No**

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ **Yes** ☐ **No**

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:_____

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			–		–				

Employer identification number
		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Construction Materials & Geo Technical Testing Pool"

RFQ NO: 2015-007-01-28-SMA

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response. .

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Attachment "A" –Procurement Form –Areas of Specialization

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One (1) original, three (3) copies and eight (8) CD's in PDF format containing a complete copy of Response.

_____ _____

Signature Date

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
Tel: (956) 318-2626 Fax(956) 318-2629

January 12, 2015

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Professional Engineering Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2015-006-01-28-YZV

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated our RFQ packet. Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yzv

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
Tel: (956) 318-2626 Fax(956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

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HIDALGO COUNTY
"Professional Engineering Services Pool"
(Including all funding sources, programs, and entities)

RFQ No: 2015-006-01-28-YZV

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The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

January 12, 2015
Date

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services Pool"

RFQ NO: 2015-006-01-28-YZV

Acceptance Due Date: **January 28, 2015**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Yolanda Velasquez, Buyer III
(956) 292-7000 Ext. 4867
yolanda.velasquez@co.hidalgo.tx.us

1. Sealed qualifications will be received for "**HIDALGO COUNTY** (Including all funding sources, programs, and entities) **PROFESSIONAL ENGINEERING SERVICES POOL**", in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

2. One (1) original, seven (7) copies of all qualifications and two (2) CDs in PDF Format are required with the respondent's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, ***RFQ No.: 2015 -006-01-28-YZV- "HIDALGO COUNTY (Including all funding sources, programs, and entities)*** **PROFESSIONAL ENGINEERING SERVICES POOL"**, and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, JANUARY 28, 2015.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

   Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalogue numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

13. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY (Including all funding sources, programs, and entities) PROFESSIONAL ENGINEERING SERVICES POOL"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2808 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**JANUARY 28, 2015**
Award of Contract	_____, 2015
Commence Work or Deliver Products	_____, 2015

16. HIDALGO COUNTY HOLIDAYS

2015 YEAR	
New Year's Day	01/01/2015
Martin Luther King Day	01/19/2015
President's Day	02/16/2015
Good Friday	04/03/2015
Memorial Day	05/25/2015
Independence Day	07/04/2015
Labor Day	09/07/2015
Columbus Day	10/12/2015
Veteran's Day	11/11/2015
Thanksgiving Day	11/26/2015-11/27/2015
Christmas Day	12/24/2015-12/25/2015
New Year's Eve	12/31/2015

17. ~~BID OR PERFORMANCE BOND~~ AND DEBARMENT CERTIFICATION; ~~PAYMENT UNDER CONTRACT:~~

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas~~. All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and~~

~~acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. DISCLOSURE OF CONFLICT OF INTEREST

- **Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.**

  Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539, Hidalgo County Courthouse.

  COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT.

20. If, during the life of any contract or qualification awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

21. Qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

22. Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or

State law. Successful respondent's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondent's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful respondent.

27. Successful respondent shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Respondents shall provide with the qualification response, a list of at least three (3) references where like

services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Request for Qualifications
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Engineering Services Pool"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

REQUEST FOR QUALIFICATIONS

"PROFESSIONAL ENGINEERING SERVICES POOL"

2015-006-01-28-YZV

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Professional Engineering firms in order to establish a pre-qualified pool of Engineers on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Engineers will be for a period starting **March 16, 2015 and ending March 15, 2016**. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"PROFESSIONAL ENGINEERING SERVICES POOL"-HIDALGO COUNTY** (including all funding sources, Programs, and Entities as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, January 28, 2015. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request For Qualifications:

SECTION I - GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTALS/DELIVERY:

A total of **one (1) original, three (3) copies and eight (8) CD's in PDF format** of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of qualifications responses be sealed, clearly marked and/or labeled with the Company's name, RFQ Number, Project Title, and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E)

certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or (3) that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Respondents must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

RESPONDENT DEFAULT:
Hidalgo County reserves the right, in case of respondent default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS: Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956)292-7612 or via e-mail to yolanda.velasquez@co.hidalgo.tx.us NO LATER THAN Wednesday, January 21, 2015** at 5:00 p.m. Responses will be sent to all applicants by **Friday, January 23, 2015 TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period of one (1) year or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT: (If Applicable)
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II - RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondent's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with a competent engineering firm(s), registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Roadway, Bridge and General Design and Construction
- Federal, State and County-funded construction projects
- Solid Waste related projects
- Mechanical Engineering Projects

Additionally, this section should include a description of the firm's project personnel and their most recent (and varied) projects. For each project, a client contact name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages and should include the following;

1) Area firm specializes in
2) Minimum years of experience
3) Project(s)

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight

the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

SCOPE OF SERVICES:
The engineering services contract will encompass all project-related engineering services to the County of Hidalgo including, but not limited to, the following:

A.

- Route and Design Studies
- Social, Economic, Environmental Studies and Public Involvement
- Right of Way Maps and Data
- Utility Adjustments
- Surveying
- Pre-Design

B.

- Roadway Design
- Drainage Design
- Solid Waste
- Signing, Markings and Signalization
- Traffic Control Plans
- Bridge Design
- Plans and Specifications
- Bid Preparation

C.

- Building Design
- Plans, Drawings and Specifications
- Bid Package Preparation

D.

- Construction Contract Management
- Conduct Construction Materials Engineering and Testing Services
- Design for New Construction
- Design for Alterations/Renovations
- Needs Assessment

- ADA Compliance
- Code Analysis
- Cost Estimating

E.

- Soil/Rock and Foundation Studies
- Excavations and Trenches
- Dams and Cut or Filled Slopes
- Pavements
- Water and Waste Retention/Disposal
- Specialized Testing and Instrumentation

Other Engineering Services include:
Project Development Management, Facility Analysis & Master Planning, Site Planning & Analysis, Roof Design, Parking Design, Security Design, Energy Conservation, Ventilation Design, Acoustical Design, Asbestos Abatement Monitoring, etc.

Additionally, this section should include, but not restricted to the following information:

A. Firm name, address, phone number and person(s) to contact regarding the Statement of Qualifications.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:

1. Copy of current license certification with state seal
2. History of engineering certification from the State of Texas.
3. List of projects related to the subject areas within the past year.

C. List of in-State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Statement regarding an Affirmative Action Program.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:
The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

PART III – SELECTION / EVALUATION

SELECTION PROCEDURES/EVALUATION PROCESS:
The evaluation system consists of a 100-point system.

1. **PROFESSIONAL QUALIFICATIONS OF PROJECT TEAM (20)**
   The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request for Qualifications. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (25)**
   In addition to the Project Manager and the Professional Team Member(s), the provider shall designate experienced engineering staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience.

3. **METHODOLOGY (20)**

   The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)**
   The proposal shall include the following:

   * demonstrate an understanding of the scope of services
   * address appropriate Federal/State/Local regulations and policies
   * identify information to be gathered or obtained

   Responsiveness to RFQ:
   * Response is Clear;
   * Response is Well Organized;
   * Easy to Evaluate;
   * Appropriate to this RFQ

   The firms should provide as much background information as to it's experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10)**
The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Engineering services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court, Elected Official and/or the User Department in need of Engineering Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firm, thereafter, will review, score and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications;

2. A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firm(s) will be asked to submit (as part of those negotiations) a "scope of service" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm.

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2015-006-01-28-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. **Professional Qualifications of Project Team** (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	
➢ Team members identified in the organizational chart.	5	
Comments/Rationale For Points:		TOTAL
2. **Experience of Project Team/Ability to Commit Resources** (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	
➢ Identifying the project composition, project leadership, reporting responsibilities	10	
➢ Experience of engineering staff to completely and efficiently perform the work.	10	
➢		
Comments/Rationale For Points:		TOTAL
3. **Methodology/Experience/Availability of Project Manager** (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	
Comments/Rationale For Points:		TOTAL
4. **Understanding of Project/Similar Projects** (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	
➢ Reference Information including contact persons and telephone numbers.	5	
Comments/Rationale For Points:		TOTAL
5. **Familiarity with Applicable Rules and Regulations** (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	
Comments/Rationale For Points:		TOTAL
	Total Score	

Firm/Participant's Name:_____

Evaluator: _____ Department: _____

Project Name:_____ Date:_____

PROCUREMENT FORM
ATTACHMENT "B"
HIDALGO COUNTY-PROFESSIONAL ENGINEERING SERVICES POOL
RFQ NO: 2015-006-01-28-YZV

Name and Address of Firm:	
Principals of Firm and Titles:	
Firm's Registration No.:	

Area of Specialization:

	Civil Engineering		Electrical Engineering
	Structural Engineering		Highway Engineering
	MEP Engineering (Mech/Elec/Plumb)		
	Mechanical Engineering		
	Environmental Engineering		

Local References (Rio Grande Valley) List Four (4) Only:

Reference #1: _____

Reference #2: _____

Reference #3: _____

Reference #4: _____

Recent Projects (Within Two [2] Years) List Four (4) Only:

Project #1: _____

Project #2: _____

Project #3: _____

Project #4: _____

Submitted By: _____

Signature: _____

Typed Name: _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers, Surveyors & Other Professional Services)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PER & ADV INJURY	$
					AL AGGREGATE	$
					DUCTS – COMP/OP GG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC / AGG	$ / $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: ____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I _____ , authorized representative for _____ ,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $ _____

Automobile Liability: $ _____ General Liability: $ _____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I,_____ possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 20_____

Notary Public_____

My commission expires:_____, 20_____.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629,
in person or regular mail to: 2802 South Business Hwy 281, Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name:	Telephone No. ( )
dba Name:	
Legal Name:	
Mailing Address :	Fax No. ( )
Physical Address:	
City, State, Zip	Tax I.D. No.
Remit to Address :	City, State, Zip
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____ Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify _____

State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No. _____

State of Incorporation: _____ Date:_____ Other: _____

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify _____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

- Less than 125,000 annual gross receipt
- Less than 250,000 annual gross receipt
- Less than 499,000 annual gross receipt
- More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

- Black American
- Hispanic American
- Asian Pacific American
- Native American
- Women
- Other

Have you been certified as a HUB or an MBE/WBE source?: • Yes • No

Indicate Certification No.(s): _____ or are Certificate(s) attached?: • Yes • No

What type of product(s) is/are solicited by your company?: _____

Would you like to be provided with specifications for procurements of such products?: • Yes • No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):_____

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.: _____

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: • Yes • No

If yes, by whom?: • Texas Building & Procurement Commission • Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: • Yes • No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–		–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
PROFESSIONAL ENGINEERING SERVICES POOL

RFQ No.: 2015-006-01-28-YZV

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 8 of Legal Notice

_____ Attachment "B" –Procurement Form –Areas of Specialization

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One Original, 7 Copies, and 2 CD's containing a complete copy of Response.

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
(All funding sources, programs and entities)
"Professional Appraisal Services Pool"
RFQ No: 2015-009-01-28-SGS

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The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

January 12, 2015
Date

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

January 12, 2015

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Professional Appraisal Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2015-009-01-28-SGS

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated our RFQ packet. Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

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REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Appraisal Services Pool"

RFQ NO: 2015-009-01-28-SGS

Acceptance Due Date: **January 28, 2015**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

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Project Buyer Contact Information:

Sandy Suarez, Buyer II
(956) 292-7000 Ext. 4860
sandy.suarez@co.hidalgo.tx.us

1. Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) **Professional Appraisal Services Pool",** in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

2. **One (1) original, three (3) copies** of all request for qualifications (RFQ) and eight (8) CDs in PDF Format are required with the respondent's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFQ – 2015-009-01-28-SGS"HIDALGO COUNTY (Including all funding sources, programs, and entities)-"Professional Appraisal Services Pool",** and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, JANUARY 28, 2015.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATIONS RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

   Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the qualification considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with

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their qualification including catalogue numbers and any necessary references.

7. No qualification may be withdrawn within ninety (90) days from the scheduled time to open qualifications.

8. County reserves the right to accept or reject any or all qualifications

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualification. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

13. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy-two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY (Including all funding sources, programs, and entities) Professional Appraisal Services Pool"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

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- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2808 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. **SCHEDULE OF EVENTS**

Qualification Opening, 9:30 A.M.	**January 28, 2015**
Award of Contract	_____, 2015
Commence Work or Deliver Products	_____, 2015

16. **HIDALGO COUNTY PROPOSED HOLIDAYS**

2015 YEAR	
New Year's Day	01/01/15
Martin Luther King Day	01/19/15
President's Day	02/16/15
Good Friday	04/03/15
Memorial Day	05/25/15
Independence Day	07/03/15
Labor Day	09/07/15
Columbus Day	10/12/15
Veteran's Day	11/11/15
Thanks Giving Day	11/26/15 and 11/27/15
Christmas Day	12/24/15 and 12/25/15
New Years Eve	12/31/15

17. **~~BID OR PERFORMANCE BOND AND~~ DEBARMENT CERTIFICATION; ~~PAYMENT UNDER CONTRACT:~~**

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~
  All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

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- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform

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themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. DISCLOSURE OF CONFLICT OF INTEREST

- **Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.**

  Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539CHidalgo County Courthouse.

  COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.

20. If, during the life of any contract or qualification awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

21. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

22. Minimum Standards for Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;

- Be able to comply with the required or proposed delivery schedule;

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- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful respondent's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondent's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful respondent.

27. Successful respondent shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for

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Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Respondents shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

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Request for Qualification
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)
"Professional Appraisal Services Pool"
RFQ No: 2015-009-01-28-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondents acknowledge receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Respondent: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

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EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

REQUEST FOR QUALIFICATIONS

"PROFESSIONAL APPRAISAL SERVICES POOL"

RFQ Nº 2015-009-01-28-SGS

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The County of Hidalgo will be accepting Statements of Qualifications from Real Estate Appraisers (firms) in order to establish a pre-qualified pool on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Real Estate Appraisers will be for **March 16, 2015 and ending March 15, 2016**. The Hidalgo County Purchasing Department will receive **sealed** envelopes containing Statement of Qualifications for the provision of **"PROFESSIONAL APPRAISAL SERVICES POOL-HIDALGO COUNTY"** (including all funding sources, Programs, and Entities)-**Request For Qualifications** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, January 28, 2015.** **ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request for Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTALS/DELIVERY

A total of one (1) original, three (3) copies and eight (8) CD's in PDF format of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of Qualifications responses be sealed, clearly marked and labeled with the Company's name, RFQ Number: 2015-009-01-28-SGS, Project title: "Professional Appraisal Services Pool" and Opening Date and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of Qualifications, to have a Purchasing Department representative time/date stamp and initial the sealed envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (RFQs, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a

conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or (3) that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF QUALIFICATIONS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Respondent must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

RESPONDENT DEFAULT:
Hidalgo County reserves the right, in case of respondent default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

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RFQ QUESTIONS AND ANSWERS:
Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956) 292-7612 or via e-mail: sandy.suarez@co.hidalgo.tx.us BY NO LATER THAN Wednesday, January 21, 2015 at 5:00 p.m. Responses will be sent to all applicants by Friday, January 23, 2015 at 5:00 p.m. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. **Please sign the original in *blue* ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful respondent may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specifies for more than one (1) year.

DAVIS BACON ACT: (IF APPLICABLE)
All selected and awarded firms are required; if applicable adhere to the Davis-Bacon Act.

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SECTION II -RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations may result in disqualification of the submitted RFQ.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondents understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with an Appraisal firm(s) that has had experience in, but not limited to, the following areas:

Scope of Appraisal and/or Review Appraisal Services:

1) Property appraisals will be based on "Fair Market Value" unless otherwise specified or requested. Two copies of the appraisal report shall be bound, clearly labeled and signed by the primary certified general appraiser and any other certified general appraiser and /or licensed trainee which aided in the process. Four additional copies will be furnished.

2) All photographs used within the report must be originals. No digital photos shall be used for subject property. Digital photos shall only be used comparable sales. All adjustments to any comparable sales must be clearly explained in a narrative format. All comparable sales must be with a two year time frame. If any sales which have occurred prior to the two year limit, they just be clearly explained and added to the conventional three comparable sales typically used in the appraisal process.

3) Current location maps of the subject property including, area regional, plat and flood maps must be included and clearly labeled for the subject property.

4) All reports shall be a "Self Contained Narrative Report" unless otherwise requested and shall follow the 2009 or most current Uniform Standard of Professional Appraisal Practice (USPAP) rules and regulations. Each appraisal report must be physically inspected, photographed, and personally signed by the primary-general certified appraiser of the firm. Appraiser trainees may aid in the collection of the information, however, all analysis and conclusion must be performed by the primary general certified appraiser.

5) Appraisal reports are due within four weeks of request (20 business days) and receipt of a fully executed purchase order.

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Additionally, this section should include, but not restricted to the following information:

A. Firm name, address, phone number and person to contact regarding the Request for Qualification.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities.

C. List of references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Familiarity with the geographical area.

F. Statement regarding an Affirmative Action Program.

G. Minimum of $1,000,000.00 Professional liability, errors and omissions, insurance.

PERSONNEL AND STAFFING:

The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:

This section will contain any current licenses and/or certifications as required by the STATE OF TEXAS.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:

The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann.2254.001, et seq.

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PART III -SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:

The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."
The respondent's Statement of Qualifications will be evaluated based on the criteria presented below.

1) ***Responsiveness:*** **30 points**
   a) Requested Information
   b) Thoroughness
   c) Understanding of Project
   d) List of references provided
   e) Clarity - Brevity
   f) Degree of Interest

2) ***Firm Capabilities:*** **45 points**

   a) Background
   b) Relevant experience
   c) Experience with similar projects
   d) Knowledge of area
   e) Timeliness of schedule
   f) Quality services previously provided to Hidalgo County

   g) Current workload
   h) Ability to commence various re-quested projects simultaneously
   i) Completion of projects within budgets

3) ***Staffing:*** **25 points**

   a) Qualifications of personnel - The professional team members responsible assigned to assist County projects shall be identified in the organizational chart.
   b) Key personnel
   c) Required discipline skills

REQUEST FOR QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Real Estate Appraiser Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1) Hidalgo County Commissioners' Court, Elected Official and/or the User Department in need of Real Estate Appraiser Services **will nominate** (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, thereafter, will review, score, and evaluate the responses received in Request for Qualifications.

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2) A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) a "scope of service" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

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EXHIBIT "B"

EVALUATION CRITERIA

"PROFESSIONAL APPRAISAL SERVICES POOL"

RFQ No. 2015-009-01-28-SGS

Internal Use Only: Commodity Code: 946-15

Selection Criteria	Points	Score
1. **RESPONSIVENESS** ----- (30 pts)		
➢ Requested information	5	
➢ Thoroughness	5	
➢ Understanding of Project	5	
➢ List of references provided	5	
➢ Clarity-Brevity	5	
➢ Degree if Interest	5	
Comments/Rationale For Points:		TOTAL _____
2. **FIRM CAPABILITIES** ---- (45 pts)		
➢ Background	5	
➢ Relevant experience	5	
➢ Experience with similar projects	5	
➢ Knowledge of area	5	
➢ Timeliness of schedule	5	
➢ Quality services previously provided to Hidalgo County	5	
➢ Current workload	5	
➢ Ability to commence various re-quested projects simultaneously	5	
➢ Completion of projects within budgets	5	
Comments/Rationale For Points:		TOTAL _____
3. **STAFFING**-------- (25 pts)		
➢ Qualification of personnel	10	
➢ Key personnel	10	
➢ Required discipline skills	5	
Comments/Rationale For Points:		TOTAL _____
Total Score		

Project Name: _____

Department: _____

Firm/Participant: _____

Evaluator: _____ Date: _____

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EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of Insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS - COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS-MADE ☐ DEDUCTIBLE RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

  Professional Liability (Errors & Omissions): $_____

  Automobile Liability: $_____ General Liability: $_____

- have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of Insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

Exhibit "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFILICT OF INTERST, AND ANTI-LOBBYING FOR "REAL ESTATE APPRAISERS POOL"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 20__.

_____

Notary Public

My commission expires:_____, 20__

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )
dba Name:
Legal Name:
Mailing Address: Fax No. ( )
Physical Address:
City, State, Zip Tax I.D. No.
Remit to Address : City, State, Zip
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____ Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify State Identification No._____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No.
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) Small Business: Disadvantaged Business (At Least 51% Ownership) ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

Employer identification number
☐☐ - ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
PROFESSIONAL APPRAISALS SERVICES POOL

RFQ No.: 2015-009-01-28-SGS

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One Original, 3 Copies, and 8 CD's containing a complete copy of Response.

_____ January 12, 2015
SIGNATURE DATE

DRAFT

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

January 12, 2015

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Professional Architectural Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2015-005-01-28-YSS

DRAFT

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated our RFQ packet. Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yss

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

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HIDALGO COUNTY
"Professional Architectural Services Pool"
(Including all funding sources, programs, and entities)

RFQ No: 2015-005-01-28-YSS

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3.	Exhibit A, Requirements	8
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7.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
8.	Exhibit E, Proposer's Affidavit	1
9.	Vendor/Bidder Application and W-9 form	6
10.	Certification Regarding Debarment	1
11.	RFQ Submittal Check List	1

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The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

January 12, 2015
Date

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Architectural Services Pool"

RFQ NO: 2015-005-01-28-YSS

Acceptance Due Date: **January 28, 2015**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

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Project Buyer Contact Information:

Yvette Salinas, Buyer III
(956) 292-7000 Ext. 4874
yvette.salinas@co.hidalgo.tx.us

1. Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) **Professional Architectural Services Pool",** in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

2. One (1) original, seven (7) copies of all qualifications and two (2) CDs in PDF Format are required with the respondent's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, ***RFQ–2015-005-01-28-YSS-"HIDALGO COUNTY (Including all funding sources, programs, and entities)*** **Professional Architectural Services Pool",** and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, JANUARY 28, 21015.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualifications are determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with

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their qualification including catalogue numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

13. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY (Including all funding sources, programs, and entities) Professional Architectural Services Pool"**
  e) Descriptive information as to the items or services delivered, including product code,

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item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2808 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**January 28, 2015**
Award of Contract	_____, 2015
Commence Work or Deliver Products	_____, 2015

16. HIDALGO COUNTY APPROVED HOLIDAYS

2015 YEAR	
New Year's Day	12/31/14 and 01/01/15
Martin Luther King Day	01/19/15
President's Day	02/16/15
Good Friday	04/03/15
Memorial Day	05/25/15
Independence Day	07/03/15
Labor Day	09/07/15
Veteran's Day	11/11/15
Thanksgiving Day	11/26/15 and 11/27/15
Christmas Day	12/24/15 and 12/25/15
New Year's Eve	12/31/15

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17. ~~BID OR PERFORMANCE BOND~~ AND DEBARMENT CERTIFICATION; ~~PAYMENT UNDER CONTRACT~~:

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas~~. All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform

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themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. DISCLOSURE OF CONFLICT OF INTEREST

- **Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.**

  Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539CHidalgo County Courthouse.

  COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT.

20. If, during the life of any contract or qualification awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

21. Qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

22. Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;

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- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful respondent's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondent's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful respondent.

27. Successful respondent shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in

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material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Respondents shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

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Request for Qualifications
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Architectural Services Pool"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

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EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

REQUEST FOR QUALIFICATIONS

PROFESSIONAL ARCHITECTURAL SERVICES POOL

RFQ No.: 2015-005-01-28-YSS

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The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Professional Architectural firms in order to establish a pre-qualified pool of Architects on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Architects will be for a period starting **March 16, 2015 and ending March 15, 2016**. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"Professional Architectural Services Pool-Hidalgo County"** (including all funding sources, Programs, and Entities)**-Request For Qualifications** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, January 28, 2015. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request for Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTALS/DELIVERY:

A total of **one (1) original, three (3) copies and eight (8) CD's in PDF format** of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of qualifications responses be sealed and clearly marked and/or labeled with the Company's name, 2015-005-01-25-YSS (RFQ Number), Project Title, and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

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Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the sealed envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

PROPOSER'S AFFIDAVIT: Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION: Respondents, during the performance of this contract, will not discriminate

against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's: Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Respondents must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

RESPONDENT DEFAULT: Hidalgo County reserves the right, in case of respondent default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS: Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956) 292-7612 or via e-mail to yvette.salinas@co.hidalgo.tx.us BY NO LATER THAN Wednesday, January 21, 2015 at 5:00 p.m. Responses will be sent to all applicants by Friday, January 23, 2015. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SIGNING OF QUALIFICATIONS: In order to be considered, all submittals **must** be signed. **Please sign the original in *blue* ink**.

WAIVING OF INFORMALITIES: Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING: The successful respondent may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL: The pool term is for a period beginning **March 16, 2015 and ending March 15, 2016**, or upon completion of project(s) unless project specific for more than this time period.

DAVIS BACON ACT: All selected and awarded firms are required to include to the Davis-Bacon Act when advertising and developing project specifications when applicable.

SECTION II -RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS: The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any

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County limitations may result in disqualification of the submitted RFQ. The participating firm(s) may include copies of their current Professional Liability Insurance (refer to Exhibit C) as required by Hidalgo County and/or pertinent to the services provided.

UNDERSTANDING OF THE PROJECT: This section should demonstrate the respondent's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS: The County of Hidalgo is seeking to contract with a competent architectural firm(s),that has had experience in, but not limited to, the following areas:

- General Design and Construction
- Federal, State and County-funded construction projects
- Projects located in this general region of the state

Additionally, this section should include a description of the firm's project personnel and their most recent (and varied) projects. For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

PERSONNEL AND STAFFING: The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL: This section will contain any current AMERICAN INSTITUTE OF ARCHITECTS, licenses. The architectural firm(s) should include copies of their current Professional Liability Insurance.

SCOPE OF SERVICES: The architectural services contract will encompass all project-related architectural services to the County of Hidalgo including, but not limited to, the following:

A.
- Building Design
- Plans, drawings and specifications
- Preparation of the Bid Packet

B.
- Construction Contract Management
- Conduct all Field Testing and Inspections
- Design for New Construction
- Design for Alterations/Renovations
- Needs Assessment
- ADA Compliance
- Code Analysis
- Cost Estimating

Additionally, Statements of Qualifications should include, but not be restricted to the following information:

A. Firm name, address, phone number and person to contact regarding the Statement of

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Qualifications.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:

    1. Copy of current license certification with state seal
    2. History of architectural certification from the Texas Board of Architectural Examiners.
    3. General list of construction projects within the past year.

C. List of in-State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Familiarity with the geographical area.

F. Statement regarding an Affirmative Action Program.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq. Once selected, proposer is to provide a fee proposal based on the scope of work.

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SECTION III -SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS: The evaluation system consists of a 100-point system.

1. Professional Qualifications of Team (25)

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities, or other clients as stated in the Request For Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. Experience of Project Team/Ability to Commit Resources (25)

In addition to the Project Manager and the Professional Team Member(s), the provider shall designate experienced technical staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers will fit into the management structure. Résumés' of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of various projects proposed as similar work experience.

3. Experience/Availability of Project Manager (20)

The Project Manager must be a certified A.I.A. Architect have adequate experience in managing varied projects of a similar nature and scope and shall be a professional Architect registered in the State of Texas; the project manager's resume must be included in an appendix. Scope of relative projects must be included as well.

The criteria for qualifications, one year, two years, etc. experience need not consist of continuous work but may be made up of discontinuous periods of full-time work adding up to the equivalent years of full-time experience.

4. Understanding of Project (20)

The statement of qualifications shall include the following:

* demonstrate an understanding of the scope of services
* address appropriate Federal/State/Local regulations and policies
* identify information to be gathered or obtained

Responsiveness to RFQ:
* Response is Clear
* Response is Well Organized
* Easy to Evaluate
* Appropriate to this RFQ.

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The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc..

5. Familiarity with Applicable Rules and Regulations (10)

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Architectural services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court, or Elected Official, or User Department, in need of Professional Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, thereafter, will review, score, and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications.

2. A grid of the scores will be presented to Commissioners' Court for the purpose **of ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm.

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firm(s) will be asked to submit (as part of those negotiations) a "scope of service" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm.

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ATTACHMENT "B"
PROCUREMENT FORM-AREAS OF SPECIALIZATION
HIDALGO COUNTY-PROFESSIONAL ARCHITECTURAL SERVICES POOL
RFQ NO: 2015-005-01-28-YSS

Name and Address of Firm:	_____ _____ _____
Principals of Firm and Titles:	_____ _____ _____
Architect's Registration No.:	_____

Area of Specialization:			
	Design and Construction of Multi-Level Parking Structures		Design for New Construction
	Pre-Design Services		Design for Alterations/Renovations
	Space Planning		Interior Design
	Needs Assessment		Programming
	ADA Compliance		Forensic Studies
	Code Analysis		Cost Estimating
	Master Planning		

Local References (Rio Grande Valley) List Four (4) Only:

Reference #1: _____

Reference #2: _____

Reference #3: _____

Reference #4: _____

Recent Projects (Within Two [2] Years) List Four (4) Only:

Project #1: _____

Project #2: _____

Project #3: _____

Project #4: _____

Submitted By: _____

Signature: _____

Typed Name: _____

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EVALUATION CRITERIA
EXHIBIT "B"
PROFESSIONAL ARCHITECTURAL SERVICES POOL
RFQ No. 2015-005-01-28-YSS

Selection Criteria	Points	Score
1. Firm's Qualifications (25 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	
➢ Provide information on proposed professional Firm experience	5	
➢ One (1) certified A.I.A. Architect with educational background or strong experience in, but not limited to General Building Design & Construction; structural planning and design; needs assessment; interior design etc.	3	
➢ One (1) certified A.I.A Architect with educational background and strong experience in, but not limited to General Building Design & Construction; structural planning and design; needs assessment; interior design etc. who has designed and constructed at least two (2) projects in the area.	7	
Comments/Rationale For Points:		TOTAL _____
2. Firm's Experience of Project (25 pts maximum)		
➢ Designate management structure with Resumes of the key technical staff members in an appendix form	5	
➢ Identifying the project composition, project leadership, reporting responsibilities	10	
➢ One (1) technical staff member with five (5) years experience	3	
➢ One (1) technical staff member with ten (10) years experience	7	
Comments/Rationale For Points:		TOTAL _____
3. Availability & Experience of Project Manager (20 pts maximum)		
➢ The Project Manager must be a certified A.I.A. with adequate experience in similar nature and scope	5	
➢ Must be a Professional Architect registered in the State of Texas and must be included in Appendix	5	
➢ Project Manager with two (2) types of projects plus be 50 % involvement with technical development of project	3	
➢ Project Manager with five (5) types of projects plus be 85-100 % involvement with technical development of project	7	
Comments/Rationale For Points:		TOTAL _____
4. Understanding of Project (20 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	
Comments/Rationale For Points:		TOTAL _____
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	
Comments/Rationale For Points:		TOTAL _____
Total Score		

Project Name:_____ Department:_____

Firm/Participant Name:_____

Evaluator's Signature/Name:_____ Date: _____

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EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

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<u>Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).</u> Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

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Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

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_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

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PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING
FOR "PROFESSIONAL ARCHITECTURAL POOL"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

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Subscribed and sworn to before me this _____day of _____, 20___.

_____

Notary Public

My commission expires:_____, 20___

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629, in person or regular mail to: 2802 South Hwy 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership ____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify _____
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No. _____

State of Incorporation: _____ Date:_____ Other: _____

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify _____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

Less than 125,000 annual gross receipt
Less than 250,000 annual gross receipt
Less than 499,000 annual gross receipt
More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

Black American
Hispanic American
Asian Pacific American
Native American
Women
Other

Have you been certified as a HUB or an MBE/WBE source?: Yes No

Indicate Certification No.(s): _____ or are Certificate(s) attached?: Yes No

What type of product(s) is/are solicited by your company?: _____

Would you like to be provided with specifications for procurements of such products?: Yes No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):_____

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.: _____

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HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: Yes No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

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Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–		–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

DRAFT

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
PROFESSIONAL ARCHITECTURAL SERVICES POOL

RFQ No.: 2015-005-01-28-YSS

RFQ SUBMITTAL CHECK LIST

DRAFT

All forms listed below must be included in the RFQ response, failure to submit any of these forms may be considered non responsive.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Attachment "B" Procurement Form-Areas of Specialization

_____ Exhibit "C" - Acknowledgement forms (pages 3 and 4)

_____ Exhibit "E" - Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One (1) Original, Three (3) Copies, and Eight (8) CD's containing a complete copy of Response.

_____ _____
Signature Date

AI -47718 **Closed Session** **25. C.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Pending/potential litigation:
The South 5.0 acres of the North 20.0 acres of Lot 45-2, WEST ADDITION TO SHARYLAND, Hidalgo County, Texas, according to the map recorded in Volume 1, Page 56, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management		12/08/2014 04:22 PM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Monica Badillo		Started On: 12/08/2014
Final Approval Date: 12/12/2014		

AI -47805 **Closed Session** **25. D.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Irma Saenz, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Bearcats

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/12/2014 02:32 PM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Irma Saenz		Started On: 12/12/2014 08:53 AM
Final Approval Date: 12/12/2014		

AI -47660 **Closed Session** **25. E.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Cause No. D-1-GN-14-004597; Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation, and Dearborn National Life Insurance Company v. The Honorable Greg Abbott, Attorney General of Texas, and Hidalgo County, Texas

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/05/2014 08:43 AM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Monica Badillo		Started On: 12/04/2014
Final Approval Date: 12/12/2014		

AI -47690 **Closed Session** **25. F.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-2749-13-G; Leihliana Ruelas and Deyanira Ruelas v. Hidalgo County Sheriff Department and Gilbert Flores

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/08/2014 11:25 AM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM

Form Started By: Monica Badillo Started On: 12/05/2014 02:58 PM

Final Approval Date: 12/12/2014

AI -47792 **Closed Session** **25. G.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Cause No. CL-13-1855-A; Alberto Martinez vs. Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/11/2014 03:40 PM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM

Form Started By: Monica Badillo Started On: 12/11/2014 03:22 PM

Final Approval Date: 12/12/2014

AI -47794 **Closed Session** **25. H.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

CL-13-0827-F; Jose Alaniz and Rosalinda Alaniz v. County of Hidalgo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/11/2014 03:40 PM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Monica Badillo		Started On: 12/11/2014 03:24 PM
Final Approval Date: 12/12/2014		

AI -47766 **Closed Session** **25. I.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Frida Partners LLC

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/11/2014 08:52 AM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Aida Alvarez		Started On: 12/11/2014 08:30 AM
Final Approval Date: 12/12/2014		

AI -47789 **Closed Session** **25. J.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of AT&T

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/11/2014 03:40 PM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Aida Alvarez		Started On: 12/11/2014 03:12 PM
Final Approval Date: 12/12/2014		

AI -47720 **Open Session** **26. C.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Pending/potential litigation:
The South 5.0 acres of the North 20.0 acres of Lot 45-2, WEST ADDITION TO SHARYLAND, Hidalgo County, Texas, according to the map recorded in Volume 1, Page 56, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/08/2014 04:22 PM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Monica Badillo		Started On: 12/08/2014
Final Approval Date: 12/12/2014		

AI -47791 **Open Session** **26. D.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Irma Saenz, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Bearcats

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/12/2014 02:32 PM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Irma Saenz		Started On: 12/11/2014 03:14 PM
Final Approval Date: 12/12/2014		

AI -47659 **Open Session** **26. E.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Cause No. D-1-GN-14-004597; Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation, and Dearborn National Life Insurance Company v. The Honorable Greg Abbott, Attorney General of Texas, and Hidalgo County, Texas

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/05/2014 08:43 AM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Monica Badillo		Started On: 12/04/2014
Final Approval Date: 12/12/2014		

AI -47691 **Open Session** **26. F.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-2749-13-G; Leihliana Ruelas and Deyanira Ruelas v. Hidalgo County Sheriff Department and Gilbert Flores

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/08/2014 11:25 AM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM

Form Started By: Monica Badillo Started On: 12/05/2014 03:01 PM

Final Approval Date: 12/12/2014

AI -47793 **Open Session** **26. G.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Cause No. CL-13-1855-A; Alberto Martinez vs. Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/11/2014 03:40 PM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM

Form Started By: Monica Badillo Started On: 12/11/2014 03:23 PM

Final Approval Date: 12/12/2014

AI -47795 **Open Session** **26. H.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

CL-13-0827-F; Jose Alaniz and Rosalinda Alaniz v. County of Hidalgo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/11/2014 03:40 PM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Monica Badillo		Started On: 12/11/2014 03:25 PM
Final Approval Date: 12/12/2014		

AI -47767 **Open Session** **26. I.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Frida Partners LLC

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/11/2014 08:53 AM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Aida Alvarez		Started On: 12/11/2014 08:35 AM
Final Approval Date: 12/12/2014		

AI -47790 **Open Session** **26. J.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of AT&T

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/11/2014 03:40 PM
Purchasing Department	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Aida Alvarez		Started On: 12/11/2014 03:13 PM
Final Approval Date: 12/12/2014		