



**AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
January 6, 2015
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 -47941** Resolution in honor of Justice of the Peace, Precinct 2, Place 2 Rosa Trevino for 38 years of service, 23 of those years as Justice of the Peace, in Hidalgo County prior to retiring from the bench in 2014
 - B. AI -47942** Discussion, consideration, and approval of nomination resolution to the Tobacco Settlement Permanent Trust Account Administration Advisory Committee.
- 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 -47916**
 - 1. Consideration and Adoption of Order authorizing Penalties Imposed under Texas Property Code Sections 33.07 & 33.08
 - 2. Consideration and Adoption of Order authorizing Penalties Imposed under Texas Property Code Section 33.11

- D. AI -47891** Approval to accept settlement check from Endeavor General Agency in the amount of \$20,957.84 to settle total loss auto accident with County vehicle. (Constable P3)

8. Human Resources - Esther Cortez:

- A. AI -47927** Pct 2 Rd Maintenance (1200):
 - 1. Approval to authorize auto allowance for the Director Fields Operations position, slot no. 0090 in the amount of \$5,000.00, effective next full pay period 01/12/2015.
 - 2. Approval of intra-departmental transfer.
 - 3. Approval of revised salary schedule.

- B. AI -47888** Precinct #4 (1200):
 - 1. Approval of the following personnel actions, effective next full pay period, 01/12/15:

Action	Slot#	Dept/Program	Position Title	Actual/Proposed Budgeted Salary
Delete	0027	Drainage Improvement Projects (124-036)	Truck Driver II	\$30,503.00
Delete	0034		Clerk IV	\$38,110.00
Create	0035		Truck Driver III	\$30,503.00
Create	0036		Public Affairs Specialist I	\$38,110.00

- 2. Approval of revised salary schedule.

9. District Attorney's Office - Roy Cazares:

- A. AI -47926** DA- State Supplement (1281):
 - 1. Approval to create the following temporary part-time position 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	\$6,683.00 Annual / \$10.10 Hrly
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- 2.) Approval to waive posting procedures for the Clerk I position, slot T016.
- 3.) Approval of revised salary schedule.

- B. AI -47859**
 - 1. DA Bad Checks (1222):
 - a. Approval of 2015 DA’s Office budget for fund 1222 DA-Bad Checks.
 - b. Approval of appropriation of the DA’s Office 1222 DA-Bad Checks funds.
 - 2. DA- Investigation HB 65 (1223):
 - a. Approval of 2015 DA’s Office budget for fund 1223 DA-Investigation HB65.
 - b. Approval of appropriation of the DA’s Office 1223 DA-Investigation HB65 funds.
 - 3. DA Pre-Trial (1225):
 - a. Approval of 2015 DA’s Office budget for fund 1225 DA-Pretrial.
 - b. Approval of appropriation of the DA’s Office 1225 DA-Pretrial funds.

- C. AI -47861**
 - 1. HIDTA Chapter 59 Asset Forfeiture (1251):
 - a. Approval of the 2015 HIDTA Chapter 59 Asset Forfeiture Fund Budget (1251).
 - b. Approval of appropriation of the HIDTA Chapter 59 Asset Forfeiture funds.
 - 2. HIDTA US Justice Asset Forfeiture (1254):
 - a. Approval of the 2015 HIDTA US Justice Asset Forfeiture Fund Budget (1254).
 - b. Approval of appropriation of the HIDTA US Justice Asset Forfeiture funds.
 - c. 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.

10. Sheriff’s Office:

- A. AI -47922** Authorization and approval to submit a State Administrative Agency Extension Request Form in reference to Operation Stonegarden FY 2013 and authorization for County Judge, as authorized official, to sign required documents.
- B. AI -47866** Requesting approval for reimbursement for Sergeant Glen Mendoza in the amount of \$21.22 for the purchase of coolant fluid for county vehicle.

11. Tax Office - Paul Villarreal:

- A. AI -47862** Requesting approval of the following claim/invoice with the authority for the County Treasurer to issue payment/check after review, audit and processing procedures are completed by the County Auditor.

Invoice Date	Invoice No.	Vendor	Amount
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12/16/14	14-0931	Video Sound & Lights	\$272.00
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- 12. Health & Human Services Department - Eddie Olivarez**
- A. **AI -47799** Presentation of Walk Across Texas Challenge # 2 Winners.
 - B. **AI -47856** Approval for County to pay Safeguard Universal LLC Invoice 25392 in the amount of \$1,256.96 (PO# 717410).
 - C. **AI -47884** Health Administration (1293):
 - 1. Approval of the 2015 Health department budget for fund 1293 Health Administration.
 - 2. Approval of appropriation of the Health Department 1293 Health Administration funds in the amount of \$150,000.00.
 - D. **Health Care Funding District:**
 - 1. Discussion and/or action, including but not limited to Health Care Funding District and/or Expenditures
 - E. **Indigent Health Care Program:**
 - 1. Discussion and/or action, including but not limited to Indigent Health Care Program and 1115 Waiver and/or Expenditures
- 13. Urban County - Diana Serna:**
- A. **AI -47851** Urban County Program on behalf of the City of Progreso is requesting consideration and action to award and enter into a construction contract with 2GS, LLC for the Paving Improvements project with a total contract amount of \$192,155.00. Utilizing UCP – City of Progreso Street Improvement funds FYs’ 25 & 26 (2012 & 2013).
 - B. **AI -47901** The County of Hidalgo Urban County Program (UCP) is disclosing that Felicidad Garcia, who has applied for Owner-Occupied Rehabilitation housing assistance, is the mother of the Finance Clerk II, Rogelio Del Bosque.
 - C. **AI -47814** Urban County Program, on behalf of the City of Palmview, is requesting approval of a contract extension with Sanco General Contracting, Inc. for an additional One Hundred Twenty days (120) in order to amend a utility easement for the ongoing Abram Bridge Road project construction contract.
- 14. Planning Department - Raul Sesin:**

- A. **AI -47910**
 - 1. Reimbursement of Financial Guarantee
 - a. Campbell Estates Subdivision – Pct. 1 (Alexander Campbell)
 - b. San Marcos Subdivision – Pct. 4 (Tres Lunas Development)
 - 2. Discussion and possible action to authorize a revision of Mile 6 Acres Subdivision as per Texas Local Government Code 232.041

15. Precinct #3 - Comm. Flores:

- A. **AI -47784** Discussion, consideration, acceptance and approval of Advance Funding Agreement (AFA) between Hidalgo County and Texas Department of Transportation for FM 494 (Shary Road) from FM 676 (Mile 5) to SH 107 project (CSJ # 0864-01-068) with authority for County Judge to sign all required documentation.

16. Precinct #4 - Comm. Palacios:

- A. **AI -47923** Authorization and approval of name change as recommended by LRGVDC 911. Proposed name: Starray S.R.
- B. **AI -47850**
 - 1. Approval of Certification of Revenues as certified by the County Auditor for the 10th Street (SH 107 - FM 1925) project.
 - 2. Approval of 2014 appropriation of funds in the amount of \$600,000.00 for the 10th Street (SH 107 - FM 1925) project.

17. Budget & Management - Sergio Cruz:

- A. **AI -47915** 139th DC (1100):
Approval of correction/clarification to agenda item 9A (AI-41236) approved on 10/22/2013. The decrease in supplemental pay was for removal of DWI Court Grant Supplemental Pay only and not the Supplemental Pay for Presiding Judge duties as outlined below:

Dept.	Slot #	Employee #	Position Title	Previous Allowances (prior to 10/22/2013)		Proposed Allowances (10/23/2013 to present)	
				DWI Court	Presiding Judge	DWI Court	Presiding Judge
139th DC	0002	020524	Court Coordinator	\$4,895.00	\$1,500.00	-	\$1,500.00
139th DC	0004	088439	Assistant Court Coordinator	\$4,895.00	\$1,500.00	-	\$1,500.00

- B. AI -47928** 139th DC / 92nd DC (1100):
1. Approval to transfer supplemental pay in the amount of \$1,500.00 from the 139th DC to the 92nd DC for the transfer of administrative duties, as listed below, effective 01/01/2015:

Dept.	Slot #	Employee #	Position Title	Current Supplemental amount	Proposed Supplemental amount	Variance
92nd DC	0002	088439	Court Coordinator	\$0.00	\$1,500.00	\$1,500.00
139th DC	0004	088439	Assistant Court Coordinator	\$1,500.00	(\$1,500.00)	-0-

2. Approval of interdepartmental transfer.
3. Approval of revised salary schedules.

- C. AI -47697** New Courthouse (1100):
1. Approval to undesignate the amount of \$41,000.00 in the year 2015 for expenditures related to the new courthouse.
 2. Approval of 2015 appropriation of funds in the amount of \$41,000.00.

D. Budget Appropriations:

1. **AI -47650** Debt Service Funds:
Approval of 2015 appropriation of funds to fund anticipated increase in Fiscal Agent Fees for Certificate of Obligations and Refunding Bonds.

18. 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 -47944** Discussion and applicable action on option to extend (the additional 90 days or any variation of that term as determined by HCCC) the current agreement between Hidalgo County and the architectural firm of Helmuth, Obata & Kassabaum, LP, aka, HOK for the review and analysis of the county-owned Schematic Designs for the construction of a New County Courthouse.
2. **AI -47934** Requesting authority for Valde Guerra, Executive Officer to sign and submit Federal Excise Tax Exemption Certificate for period of January-December 2015
3. **AI -47839** Presentation for discussion, consideration, and approval to enter into an Interlocal Cooperation Agreement between Hidalgo County (all elected offices, departments, programs &/or agencies thru all funding sources) and Region III Education Service Center with the purpose of participating in the cooperative purchasing services of Purchasing Cooperative of America (PCA) as an additional procurement resource with authority for County Judge to execute document and thus permit Purchasing Agent or Designee to complete and fulfill the online PCA Member Registration.

B. Pct. 3

1. **AI -47763** Approval of an Amendment No. 5 to the current agreement between Hidalgo County and Cook-Joyce for the provision of engineering services in connection with Precinct #3's Penitas Landfill to reflect the continuation of the scope of work.

19. 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 -47833** Cause # CL-14-2283-G; Leonarda Rodriguez-Serna v. Hidalgo County
- D. **AI -47892** C-8672-14-F; Jose Rocha v. Hidalgo County
- E. **AI -47894** Claim of Aida Moreira
- F. **AI -47896** Claim of Erasmo Ruiz Jr.
- G. **AI -47898** Claim of Luis Garza
- H. **AI -47903** Claim of Efrain Martinez

- 20. Open Session:**
- A. Real Estate Acquisition and appropriation for same
 - B. Pending and/or potential litigation
 - C. **AI -47837** Cause # CL-14-2283-G; Leonarda Rodriguez-Serna v. Hidalgo County
 - D. **AI -47893** C-8672-14-F; Jose Rocha v. Hidalgo County
 - E. **AI -47895** Claim of Aida Moreira
 - F. **AI -47897** Claim of Erasmo Ruiz Jr.
 - G. **AI -47899** Claim of Luis Garza
 - H. **AI -47904** Claim of Efrain Martinez
- 21. Closed Session:**
Commissioners' Court may reconvene into Closed Session for the discussion regarding the agenda items listed
- 22. Open Session:**
Commissioners' Court may reconvene into Open Session for the discussion regarding the agenda items listed
- 23. Adjourn**

AI -47941

County Judge's Office 6. A.

CC - REGULAR

Meeting Date: 01/06/2015

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Resolution in honor of Justice of the Peace, Precinct 2, Place 2 Rosa Trevino for 38 years of service, 23 of those years as Justice of the Peace, in Hidalgo County prior to retiring from the bench in 2014

BACKGROUND

Fiscal Impact

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/02/2015 04:01 PM
Purchasing Department	Monica Badillo	01/02/2015 05:14 PM
Form Started By: Monica Badillo		Started On: 01/02/2015 03:44 PM
Final Approval Date: 01/02/2015		

**RESOLUTION
IN HONOR OF JUSTICE OF THE PEACE ROSA TREVIÑO**

WHEREAS, The Honorable Judge Rosa Treviño is being honored for her dutiful service and dedication to the County of Hidalgo after serving with distinction and integrity for the past 38 years, serving 23 of those years on the bench as Justice of the Peace for Precinct 2, Place 2; and

WHEREAS, born in 1939 and raised in San Juan Texas, Judge Treviño attended PSJA High School. She married her husband, the late Eloy L. Treviño, at the age of 17, obtained her GED and attended a business college in McAllen, Texas; and

WHEREAS, Judge Treviño began her career in the county in 1975 as a juvenile probation officer and by 1982 was court coordinator for the 93rd District Court. In 1989, she made the decision to run for the Justice of the Peace Precinct 2, Place 2 and won the election in a runoff; and

WHEREAS, Serving for six consecutive terms before retiring from the bench, Judge Treviño credits her success to hard work, passion, and the unconditional support of her husband; and

WHEREAS, In the future, Judge Treviño plans to continue serving the community in other capacities and looks forward to spending more time with her family, including her seven children and two grandchildren, Avery D. Benitez and Cody Huffman.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners Court hereby recognizes and honors the Honorable Judge Rosa Treviño for her outstanding service, dedication, and commitment during her 38 years of service to the community and the citizens of Hidalgo County.

Dated this 6th day of January, 2015.

RAMON GARCIA
County Judge

A.C. CUELLAR, JR.
County Commissioner, Pct. 1

EDUARDO "EDDIE" CANTU
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct.3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attest: ARTURO GUAJARDO, JR.
County Clerk

AI -47942

County Judge's Office 6. B.

CC - REGULAR

Meeting Date: 01/06/2015

Submitted For: Michael Leo, Submitted By: SANDRA DELEON, COUNTY
COUNTY JUDGE
JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Discussion, consideration, and approval of nomination resolution to the Tobacco Settlement Permanent Trust Account Administration Advisory Committee.

BACKGROUND

Fiscal Impact

Attachments

request

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/02/2015 04:04 PM
Purchasing Department	Monica Badillo	01/02/2015 05:14 PM
Form Started By: SANDRA DELEON		Started On: 01/02/2015 03:52 PM
Final Approval Date: 01/02/2015		



December 10, 2014

Chairman

Commissioner
Bobbie Mitchell
Denton County

Chair Elect

Judge
Veronica Escobar
El Paso County

Immediate Past Chair

Commissioner
Eddie Arnold
Jefferson County

Vice-Chairmen

Tim Brown
Bell County
Judge Ed Emmett
Harris County
Comm. Fred Nardini
San Patricio County
Judge Glen Whitley
Tarrant County
Judge Dan Gattis
Williamson County
Comm. Kevin Burns
Wise County

Executive Director

Donald Lee

Member Counties

*Bell ~ Bexar
Brazoria ~ Brazos
Cameron ~ Chambers
Collin ~ Comal
Dallas ~ Denton
Ector ~ El Paso
Fort Bend ~ Galveston
Grayson ~ Gregg
Guadalupe ~ Harris
Hays ~ Hidalgo
Jefferson ~ Johnson
Kaufman ~ Lubbock
McLennan ~ Midland
Nueces ~ Potter
Randall ~ Rockwall
San Patricio ~ Smith
Tarrant ~ Travis
Webb ~ Williamson
Wise*

500 West 13th Street
Austin, TX 78701

Phone: 512.476.6174

Fax: 512.476.5122

www.cuc.org

To: Honorable Ramon Garcia; Hidalgo County Judge
Honorable A.C. Cuellar; Hidalgo County Commissioner, Pct. 1
Honorable Hector Palacios; Hidalgo County Commissioner, Pct. 2
Honorable Joe Flores; Hidalgo County Commissioner, Pct. 3
Honorable Joseph Palacios; Hidalgo County Commissioner, Pct. 4

From: Donald Lee, Executive Director

Re: **Tobacco Settlement Permanent Trust Account Administration
Advisory Committee**

Hidalgo County Commissioners Court, is invited to nominate a candidate for appointment to the Tobacco Settlement Permanent Trust Account Administration Advisory Committee. The pending appointment is to fill an unexpired term on the committee where the current holder has resigned. This term will expire August 31, 2017.

Eligible to nominate candidates to the advisory committee are the 10 entities that received the 3rd through 12th greatest distribution amounts from the Tobacco Settlement Trust in 2014. Hidalgo County is one of these entities.

This is an important committee. The committee provides oversight and adopts rules regarding the allocation of the annual distributions of the earnings from the Tobacco Settlement Permanent Trust Account.

The 76th Texas Legislature created the Tobacco Settlement Permanent Trust Account as a cooperative project between the Texas Department of Health (now DSHS) and the State Comptroller of Public Accounts in order to provide local health departments and hospital districts a portion of the payments from the state's tobacco settlement.

Payments from the permanent fund are based on the amount of unreimbursed health care expenditures the local health agency reports to DSHS. It is the responsibility of DSHS and the Administration Advisory Committee to certify to the State Comptroller's office the percentage of the annual distribution to be paid to each qualified recipient.

Currently the three Texas Conference of Urban Counties appointed positions on the Tobacco Settlement Trust Account Administration Advisory Committee are held by;

- Mr. Jonny F. Hipp, CEO of Nueces County Hospital District;
- Ms. Carolyn Konecyn, CFO of Travis County Healthcare District; and
- Mr. Michael Nunez, CFO of El Paso County Hospital District.

While all ten nominating entities are eligible to nominate candidates for the open position, our preference will be to broaden representation on the committee.

There are two criteria of paramount importance when reviewing nominees for these appointments:

1. An absolute commitment to attend all committee meetings (one or two a year);
and
2. Experience with the operations and finances of public hospitals, hospital districts and counties in regards to health care expenditures.

Please have nominations to us by 5 p.m. on Monday, January 5, 2015. Appointments will be made prior to February 13, 2015.

Please forward a copy of your nominating resolution along with a resume and contact information prior to **Monday, January 5, 2015**, via mail to our office, or email to Windy Johnson, windy@cuc.org.

Thank you for your assistance and participation in this process. Please feel free to contact me if I can provide any additional assistance on this or any matter. I can be reached at 512.476.6174, or donlee@cuc.org.

Resolution on nomination to the
Tobacco Settlement Permanent Trust Account
Administration Advisory Committee

WHEREAS, the Tobacco Settlement Permanent Trust Account Administration Advisory Committee advises the board of the Texas Department of Health on the implementation of the Department's duties related to the Tobacco Settlement Permanent Trust Account; and

WHEREAS, the Texas Conference of Urban Counties has informed Hidalgo County that the County is eligible to nominate a candidate to the Tobacco Settlement Permanent Trust Account Administration Advisory Committee because the County was one of the ten entities that received the third through the twelfth greatest distribution amounts from the Tobacco Settlement Permanent Trust in 2014; and

WHEREAS, the Texas Conference of Urban Counties will appoint one person, to fill an open position with a term of August 31, 2017, to the Tobacco Settlement Permanent Trust Account Administration Advisory Committee from eligible nominees received no later than January 14, 2015;

NOW THEREFORE, the Hidalgo County Commissioners' Court hereby nominates _____ to serve on the Tobacco Settlement Permanent Trust Account Administration Advisory Committee.

Approved this _____ January, 2015

RAMON GARCIA
County Judge

A.C. CUELLAR, JR.
County Commissioner, Pct. 1

EDUARDO "EDDIE" CANTU
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct. 3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attested to:

ARTURO GUAJARDO, JR.
County Clerk

AI -47916

Comm. Court Executive Office 7. C.

CC - REGULAR

Meeting Date: 01/06/2015

Submitted For: Valde Guerra, EXECUTIVE OFFICE

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

1. Consideration and Adoption of Order authorizing Penalties Imposed under Texas Property Code Sections 33.07 & 33.08
2. Consideration and Adoption of Order authorizing Penalties Imposed under Texas Property Code Section 33.11

BACKGROUND

Fiscal Impact

Attachments

Order

Order

letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/30/2014 11:22 AM
Purchasing Department	Monica Badillo	01/02/2015 05:14 PM
Form Started By: Monica Badillo		Started On: 12/30/2014 10:16 AM
Final Approval Date: 01/02/2015		

ORDER

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

The Commissioners Court of Hidalgo County, Texas, convened at a meeting of said Court at the City of Edinburg Council Chambers in the City of Edinburg, Texas, on the 6th day of January, 2015, with the following members present, to-wit:

- Ramon Garcia, County Judge
- A.C. Cuellar, Jr., Commissioner, Precinct 1
- Eduardo Cantu, Commissioner, Precinct 2
- Joe M. Flores, Commissioner, Precinct 3
- Joseph Palacios, Commissioner, Precinct 4

and the following members absent, to-wit:

_____, constituting a quorum, when among other business, the following was transacted:

ORDER AUTHORIZING EARLY ADDITIONAL PENALTY ON DELINQUENT PERSONAL PROPERTY TAXES UNDER TEX. TAX CODE § 33.11 IN ORDER TO DEFRAY COSTS OF COLLECTION.

Commissioner _____ introduced an order and made a motion that the same be adopted. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

AYES: _____
NAYS: _____
ABSTENTIONS: _____

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

WHEREAS, Hidalgo County wishes to defray its costs of collection, as authorized by TEX. TAX CODE § 33.11, that it incurs under a contract for collection of delinquent property taxes between said county and a private law firm entered into pursuant to TEX. TAX CODE § 6.30; and whereas Hidalgo County is designated as tax collector for certain taxing entities pursuant to Section 6.30(b) that include:

South Texas Independent School District, Hidalgo County Emergency Service Districts No. 1, Hidalgo County Emergency Service Districts No. 2, Hidalgo County Emergency Service Districts No. 3, Hidalgo County Emergency Service Districts No. 4, Kennedy County Ground Conservation District, Brush Country Groundwater Conservation District and Red Sands Groundwater Conservation District;

WHEREAS, under said Section 33.11, Commissioners Court is empowered to authorize the addition of a collection penalty in an amount that does not exceed the amount of the compensation specified in the contract with the private law firm;

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS, SITTING AS THE GOVERNING BODY OF SAID COUNTY AND TAXING AUTHORITIES THAT IT COLLECTS FOR, THAT:

Section 1: THE RECITALS SET FORTH IN THIS ORDER ARE TRUE AND CORRECT.

Section 2: AN ADDITIONAL PENALTY ON DELINQUENT PERSONAL PROPERTY TAXES FOR TAX YEAR 2014 AND SUBSEQUENT YEARS IS HEREBY AUTHORIZED AND IMPOSED, AS PROVIDED BY SECTION 33.11, TEXAS TAX CODE, IN THE AMOUNT OF 15% OF THE DELINQUENT TAX, PENALTY AND INTEREST IF THE TAX BECOMES DELINQUENT ON FEBRUARY 1 OF A YEAR AND REMAINS DELINQUENT ON THE 60TH DAY THEREAFTER.

PASSED, APPROVED and ADOPTED this ____ day of January, 2015.

HIDALGO COUNTY, TEXAS.

BY: _____
Ramon Garcia
County Judge
Hidalgo County, Texas

ATTEST:

Arturo Guajardo, Jr.
Hidalgo County Clerk

ORDER

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

The Commissioners Court of Hidalgo County, Texas, convened at a meeting of said Court at the City of Edinburg Council Chambers in the City of Edinburg, Texas, on the 6th day of January, 2015, with the following members present, to-wit:

- Ramon Garcia, County Judge
- A.C. Cuellar, Jr., Commissioner, Precinct 1
- Eduardo Cantu, Commissioner, Precinct 2
- Joe M. Flores, Commissioner, Precinct 3
- Joseph Palacios, Commissioner, Precinct 4

and the following members absent, to-wit:

_____, constituting a quorum, when among other business, the following was transacted:

ORDER AUTHORIZING ADDITIONAL PENALTY ON DELINQUENT TAXES UNDER TEX. TAX CODE §§ 33.07 AND 33.08 IN ORDER TO DEFRAY COSTS OF COLLECTION.

Commissioner _____ introduced an order and made a motion that the same be adopted. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

AYES: _____
 NAYS: _____
 ABSTENTIONS: _____

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

WHEREAS, Hidalgo County wishes to defray its costs of collection, as authorized by TEX. TAX CODE 33.07 and 33.08, that it incurs under a contract for collection of delinquent property taxes between said county and a private law firm entered into pursuant to TEX. TAX CODE § 6.30; and whereas Hidalgo County is designated as tax collector for certain taxing entities pursuant to Section 6.30(b) that include:
 South Texas Independent School District, Hidalgo County Emergency Service Districts No. 1, Hidalgo County Emergency Service Districts No. 2, Hidalgo County Emergency Service Districts No. 3, Hidalgo County Emergency Service Districts No. 4, Kennedy County Ground Conservation District, Brush Country Groundwater Conservation District and Red Sands Groundwater Conservation District;

WHEREAS, under said Sections 33.07 and 33.08, Commissioners Court is empowered to authorize the addition of a collection penalty in an amount that does not exceed the amount of the compensation specified in the contract with the private law firm;

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS, SITTING AS THE GOVERNING BODY OF SAID COUNTY AND TAXING AUTHORITIES THAT IT COLLECTS FOR, THAT:

Section 1: THE RECITALS SET FORTH IN THIS ORDER ARE TRUE AND CORRECT.

Section 2: (a) AN ADDITIONAL PENALTY ON DELINQUENT TAXES FOR TAX YEARS **2014** AND SUBSEQUENT YEARS IS HEREBY AUTHORIZED AND IMPOSED, AS PROVIDED BY SECTION 33.07, TEXAS TAX CODE, IN THE AMOUNT OF 15% OF THE DELINQUENT TAX, PENALTY AND INTEREST IF THE TAX BECOMES DELINQUENT ON OR AFTER FEBRUARY 1 OF A YEAR BUT NOT LATER THAN MAY 1 OF THAT YEAR AND REMAINS DELINQUENT ON JULY 1 OF THE YEAR IN WHICH THE TAX BECOMES DELINQUENT; AND

(b) AN ADDITIONAL PENALTY ON DELINQUENT TAXES FOR TAX YEARS **2014** AND SUBSEQUENT YEARS IS HEREBY AUTHORIZED AND IMPOSED, AS PROVIDED BY SECTION 33.08, TEXAS TAX CODE, IN THE AMOUNT OF 15% OF THE DELINQUENT TAX, PENALTY AND INTEREST IF THE TAX BECOMES DELINQUENT ON OR AFTER JUNE 1 UNDER SECTION 26.07(F), 26.15(E), 31.03, 31.031, 31.032, OR 31.04, TEX. TAX CODE.

PASSED, APPROVED and ADOPTED this ____ day of January, 2015.

HIDALGO COUNTY, TEXAS

BY: _____
Ramon Garcia, County Judge
Hidalgo County, Texas

ATTEST:

Arturo Guajardo, Jr.
Hidalgo County Clerk

LAW OFFICES OF
LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
ATTORNEYS AT LAW
205 SOUTH PIN OAK AVENUE
EDINBURG, TEXAS 78539

Telephone: (956) 383-4500
Facsimile: (956) 383-7820

December 23, 2014

Monica Badillo
Hidalgo County Agenda Coordinator
New Administration Building
2802 South Business Highway 281
Edinburg, Texas 78539

RE: ^{Orders} Resolutions for Hidalgo County

Dear Ms. Badillo:

Attached please find two resolutions to be placed for the January 6, 2015 meeting for the County Commissioners' consideration and approval. Please list the items as follows:

Consideration and Adoption of ^{Order} Resolution Authorizing Penalties Imposed Under Texas Property Tax Code Section 33.07 and 33.08

Consideration and Adoption of ^{Order} Resolution Authorizing Penalties Imposed Under Texas Tax Property Code Section 33.11

If you have any questions regarding this matter, please do not hesitate to call our office

Sincerely,

Lucy G. Canales

Lucy G. Canales
Capital Partner

Enclosure: ^{Orders} Resolutions Authorizing Penalties Imposed Under Texas Property Tax Code Sections 33.07, 33.08 and 33.11

cc: Valde Guerra
Executive Officer
Hidalgo County Purchasing Department

Vangie Y. Garcia
Contracts Manager
Hidalgo County Purchasing

AI -47891

Comm. Court Executive Office 7. D.

CC - REGULAR

Meeting Date: 01/06/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Approval to accept settlement check from Endeavor General Agency in the amount of \$20,957.84 to settle total loss auto accident with County vehicle. (Constable P3)

BACKGROUND

DOI: 05/30/14 Acct #: 4-1100-360-00-000-005-0-000

Fiscal Impact

Attachments

Endeavor General Agency Settlement Check

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/23/2014 12:10 PM
Purchasing Department	Monica Badillo	01/02/2015 05:14 PM
Form Started By: Aida Alvarez		Started On: 12/22/2014 11:10 AM
Final Approval Date: 01/02/2015		

CHECK NUMBER: 70784
DATE ISSUED: December 11, 2014
ISSUING CODE: C
AMOUNT: \$20,957.84
REASON: Property Damage Liability
ADJUSTER: JACOB BURGESS
CLAIM NUMBER: 2014-TXE07530-D
DATE OF LOSS: 05/30/2014
INSURED: LUIS ALBERTO PRIETO G/
CLAIMANT: HIDALGO COUNTY

HIDALGO COUNTY
9805 N. 10TH STREET
MCALLEN, TX 78504

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

ENDEAVOR GENERAL AGENCY, LLC
PAYMENT ON BEHALF OF OLD AMERICAN COUNTY MUTUAL
3723 SOUTH FM 551
ROYSE CITY, TEXAS 75189-5763

JPMORGAN CHASE BANK, N.A.
DALLAS, TEXAS

70784

32-61/1110

TWENTY THOUSAND NINE HUNDRED FIFTY-SEVEN AND 84/100 DOLLARS
DATE: December 11, 2014
AMOUNT: \$20,957.84

PAY TO THE ORDER OF
HIDALGO COUNTY
9805 N. 10TH STREET
MCALLEN, TX 78504

VOID AFTER 90 DAYS

PD 2010 FORD F150 (VIN - E03288)



SECURITY FEATURES INCLUDED. DETAILS ON BACK

⑈070784⑈ ⑆111000614⑆ 638477117⑈

CHECK:
HIDALGO COUNTY
9805 N. 10TH STREET
MCALLEN, TX 78504

CHECK NUMBER: 70784
DATE ISSUED: December 11, 2014
ISSUING CODE: C
AMOUNT: \$20,957.84
REASON: Property Damage Liability
ADJUSTER: JACOB BURGESS
CLAIM NUMBER: 2014-TXE07530-D
DATE OF LOSS: 05/30/2014
INSURED: LUIS ALBERTO PRIETO G/
CLAIMANT: HIDALGO COUNTY



OLD AMERICAN COUNTY MUTUAL FIRE INSURANCE COMPANY
P.O. BOX 139
FATE, TX 75132-0139
PHONE:(972) 772-1820
FAX: (469) 402-0961

HIDALGO COUNTY
9805 N. 10TH STREET
MCALLEN, TX 78504

RE: Claim #: 2014-TXE07530
Insured: LUIS ALBERTO PRIETO GARZA
Date of Loss: 05/30/2014
Claimant: HIDALGO COUNTY
Policy #: EGS610270663-015

October 31, 2014

Dear HIDALGO COUNTY,

We have completed our review of the information submitted in regards to your file # (2014-TXE07530).

In an effort to settle this claim in an amicable manner we are ready to offer \$(20,957.84) for this loss. Enclosed find a Property Damage release for same amount for your convenience. The settlement check will be issued as soon as the signed, and notarized release is returned to our office.

If you have any questions or would like to discuss our offer please contact our office.

Sincerely,

LUIS MENDEZ
CLAIMS REPRESENTATIVE
972-772-1820, Ext.7064
lmendez@endeavorga.com

AI -47927

Human Resources 8. A.

CC - REGULAR

Meeting Date: 01/06/2015

Submitted By: Obdett Calzada, BUDGET & MANAGEMENT

Department: COMM. PCT. #2

Information

CAPTION

Pct 2 Rd Maintenance (1200):

1. Approval to authorize auto allowance for the Director Fields Operations position, slot no. 0090 in the amount of \$5,000.00, effective next full pay period 01/12/2015.
2. Approval of intra-departmental transfer.
3. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015

ACCT. #: 5-1200-431-00-122-006-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

No budgetary impact- From within depts budget.

Attachments

Transfer

SS

AUTO

PAR

Fiscal Note

Form Review

Inbox

Obdett Calzada
 Budget & Management
 Purchasing Department

Reviewed By

Obdett Calzada
 Debbie Tamez
 Monica Badillo

Date

01/02/2015 03:34 PM
 01/02/2015 03:55 PM
 01/02/2015 05:14 PM
 Started On: 12/30/2014 05:15 PM

Form Started By: Obdett Calzada

Final Approval Date: 01/02/2015

DATE: January 6, 2015

2015
Transfer



DEPARTMENT HEAD: Sergio Cruz, Budget Officer

AI- 47927

DEPARTMENT NAME: Department of Budget & Management
Pct 2 Rd Maintenance

ACCOUNT NUMBER: 5-1200-431-00-122-006-0-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
890	Other	118	Auto Allowance	\$5,000.00
890	Other	220	FICA	\$382.50
890	Other	230	Retirement	\$531.50
890	Other	250	Unemployment Comp	30.00
890	Other	260	Worker's Comp	12.00
			TOTAL	\$5,956.00

REASON:

Transfer needed to fund auto allowance pay for slot no 0090, Director Fields Operations position.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

HIDALGO COUNTY
COMMISSIONER COURT
2015 SALARY SCHEDULE

AI - 47927

5-1200-431-00-122-006-0-

Pct 2 Rd Maint

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 I	\$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
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
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
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
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/ EXCAVATOR	\$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
APPROVAL TO AUTHORIZE AUTO ALLOWANCE:												\$5,000.00				
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
			\$1,439,753.00	\$0.00	\$1,439,753.00		\$0.00	\$0.00	\$1,439,753.00	\$0.00	\$15,240.00	\$0.00	\$6,000.00	\$5,000.00	\$0.00	\$21,240.00

APPROVAL OF THE ABOVE HIGHLIGHTED PERSONNEL ACTIONS ARE PENDING CC APPROVAL.



HIDALGO COUNTY, TEXAS

Auto Allowance Authorization Form

Department Name/Number: Precinct 2 Rd Maint/ 122-006 Date: 01/06/2015

Position Title: Director, Fields Operation Position Slot No. : 0090

Position Status: Vacant Current
If position status is vacant go to Justification for Auto Allowance Section.

Employee Name: Armando Pompa Employee Number: _____

Employee Driver License No.: 17822602

Auto Allowance Amount Request: \$5,000.00

Auto Allowance to be funded from one of the following:

Current Department Budget Annual Budget Cycle Will Require Additional Funds Other

VEHICLE INFORMATION

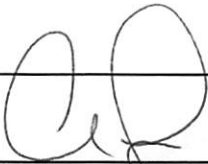
Year, Make, & Model: 2015 Chevy Silverado Ins. Policy Number: 902788360
 VIN Registration No. : 3GCPCREC0FG150594 Policy Holder's Name: Armando Pompa
 License Plate No. : _____ Ins. Coverage Date: Oct 12, 2014 thru April 12, 2015
 *Vehicle Insurance Provider: Progressive Ins. Verified By: Erika Zamora

*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 traveling throughtout the precinct overseeing precinct projects and other field activities.



Employee Signature

1-5-15

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.



Department Head/Elected Official

1-5-15

Date

Funding Available in Dept. Budget YES NO



HIDALGO COUNTY

Personnel Adjustment Request Form



DEPARTMENT NAME/NUMBER: Precinct 2 Road Maintenance / 122-006

DATE: 01/06/2015

CURRENT POSITION TITLE: Director, Fields Operation

CURRENT SLOT. #: 0090

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:

Salary Amount: \$ 0.00 \$ 5,000.00 \$ 5,000.00
 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
 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:
 Exempt FLSA: Exempt
 Non-Exempt Non-Exempt
 N/A

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Employee will be traveling throughout the precinct overseeing precinct projects and other field activities.

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. | <u>Edna V</u>
DEPARTMENT HEAD | <u>1-2-15</u>
DATE | FUNDING AVAILABLE IN DEPT. BUDGET | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| 2. | <u>Esther A. Cortez Lopez</u>
HUMAN RESOURCES DIRECTOR | <u>01-05-15</u>
DATE | PERSONNEL PROCEDURES COMPLETED | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| 3. | <u>Luigi R. Stralino</u>
DEPARTMENT OF BUDGET & MANAGEMENT | <u>01/05/15</u>
DATE | BUDGET PROCEDURES COMPLETED | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> 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, January 06, 2015

Agenda Item: 47927

Summary of request/proposal:

Pct 2 Rd Maint (1200):

Approval to authorize auto allowance to the following full-time position:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1200	DIRECTOR, FIELDS OPERATIONS	0090	118	0.00	5,000.00	5,000.00
				0.00	5,000.00	5,000.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
5-1200-431-00-122-006-0-118	Pct 2 Rd Maint- AUTO ALLOWANCE	\$5,000.00
5-1200-431-00-122-006-0-211	Pct 2 Rd Maint- HEALTH INSURANCE	\$0.00
5-1200-431-00-122-006-0-212	Pct 2 Rd Maint- LIFE INSURANCE	\$0.00
5-1200-431-00-122-006-0-220	Pct 2 Rd Maint- FICA	\$382.50
5-1200-431-00-122-006-0-230	Pct 2 Rd Maint- RETIREMENT	\$531.50
5-1200-431-00-122-006-0-250	Pct 2 Rd Maint- UNEMPLOYMENT COMP	\$30.00
5-1200-431-00-122-006-0-260	Pct 2 Rd Maint- WORKER'S COMP	\$12.00
	2015 Budgetary Impact	\$5,956.00

Possible Funding Sources: From Depts Operating Budget- Obj code 890 (Other).

Comments:

AI -47888

Human Resources 8. B.

CC - REGULAR

Meeting Date: 01/06/2015

Submitted By: Obdett Calzada, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Precinct #4 (1200):

1. Approval of the following personnel actions, effective next full pay period, 01/12/15:

Action	Slot#	Dept/Program	Position Title	Actual/Proposed Budgeted Salary
Delete	0027	Drainage Improvement Projects (124-036)	Truck Driver II	\$30,503.00
Delete	0034		Clerk IV	\$38,110.00
Create	0035		Truck Driver III	\$30,503.00
Create	0036		Public Affairs Specialist I	\$38,110.00

2. Approval of revised salary schedule.

BACKGROUND

Slot no. 0034 was created during the 2015 budget process.

Fiscal Impact

FISCAL YEAR: 2015

ACCT. #: 5-1200-431-00-124-036-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

No budgetary impact.

Attachments

Job Des & PAR forms for slot no 0027 & 0035

pars

SS

Fiscal Note

Form Review

Inbox

Obdett Calzada

Reviewed By

Obdett Calzada

Date

01/02/2015 03:07 PM

Budget & Management

Debbie Tamez

01/02/2015 03:34 PM

Purchasing Department

Monica Badillo

01/02/2015 05:14 PM

Form Started By: Obdett Calzada

Started On: 12/19/2014 04:06 PM

Final Approval Date: 01/02/2015



HIDALGO COUNTY Personnel Adjustment Request Form



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 CURRENT SALARY PROPOSED SALARY NET CHANGE
POSITIONS

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 _____
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)

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 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	12/04/14	<i>Joseph Johnson</i>	
2.	HUMAN RESOURCES DIRECTOR	DATE	12/18/2014	<i>Joseph Johnson</i>	
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	12/12/2014	<i>Joseph Johnson</i>	
4.	COMMISSIONERS COURT APPROVAL	DATE			

YES NO **FUNDING AVAILABLE IN DEPT. BUDGET:**
 YES NO **PERSONNEL PROCEDURES COMPLETED**
 YES NO **BUDGET PROCEDURES COMPLETED**



HIDALGO COUNTY

Personnel Adjustment Request Form



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:

<u>1</u>	<u>\$.00</u>	<u>\$30,503.00</u>	\$	<u>\$30,503.00</u>
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 Acct #1200-431-00-124-036-0-

POSITION TYPE:

Full Time Employee Object 113	<input checked="" type="checkbox"/>	Part Time Employee Object 114	<input type="checkbox"/>	_____
Full Time Temporary Object 121	<input type="checkbox"/>	Part Time Temporary Object 122	<input type="checkbox"/>	_____

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	<input type="checkbox"/>	Exempt	<input type="checkbox"/>	
Non-Exempt	<input checked="" type="checkbox"/>	Non-Exempt	<input checked="" type="checkbox"/>	
N/A	<input type="checkbox"/>		<input type="checkbox"/>	

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.

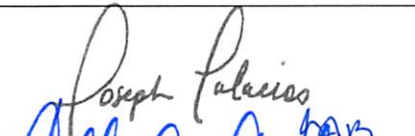
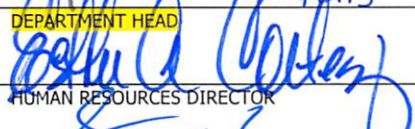

See Attached

POSITION 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	12/04/14 DATE	FUNDING AVAILABLE IN DEPT. BUDGET:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> NO
2.	 HUMAN RESOURCES DIRECTOR	12/8/2014 DATE	PERSONNEL PROCEDURES COMPLETED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> NO
3.	 DEPARTMENT OF BUDGET & MANAGEMENT	12/12/2014 DATE	BUDGET PROCEDURES COMPLETED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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 in 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 feel, 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 Personnel Adjustment Request Form



DEPARTMENT NAME/NUMBER: **PCT 4 (124-036) Drainage Improvement Projects**

DATE: **1/02/15**

CURRENT POSITION TITLE: **Clerk IV**

CURRENT SLOT. #:
124-036-0034

REQUESTED POSITION TITLE:

REQUEST FOR: OF POSITION

New Position Temporary Position Position Reclassification* Other Delete

POSITION SALARY REQUEST:

<u>1</u>	<u>\$ 38,110.00</u>	<u>\$.00</u>	<u>\$ (\$38,110.00)</u>
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	<input checked="" type="checkbox"/>	Part Time Employee Object 114	<input type="checkbox"/>	_____
				Enter hourly rate for temp. positions
Full Time Temporary Object 121	<input type="checkbox"/>	Part Time Temporary Object 122	<input type="checkbox"/>	_____
				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	<input type="checkbox"/>	FLSA:	Exempt	<input type="checkbox"/>
Non-Exempt	<input checked="" type="checkbox"/>	Non-Exempt	Non-Exempt	<input checked="" type="checkbox"/>
N/A	<input type="checkbox"/>			

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Position created during 2015 Budget Process

NEW POSITION: Brief job description and attach a copy of the new job description.

N/A

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

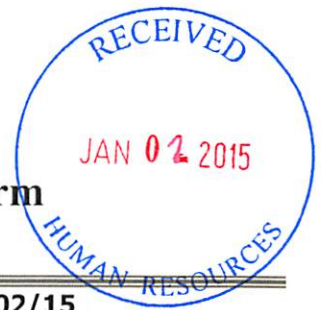
BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	<u>Joseph Palacios</u> DEPARTMENT HEAD	<u>01/02/15</u> DATE	FUNDING AVAILABLE IN DEPT. BUDGET:	<input type="checkbox"/> YES	<input type="checkbox"/> NO
2.	<u>Esther A. Cortez</u> HUMAN RESOURCES DIRECTOR	<u>01-05-15</u> DATE	PERSONNEL PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
3.	<u>Anna R. Brown</u> DEPARTMENT OF BUDGET & MANAGEMENT	<u>1-05-15</u> DATE	BUDGET PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
4.	COMMISSIONERS COURT APPROVAL	DATE			



HIDALGO COUNTY

Personnel Adjustment Request Form



DEPARTMENT NAME/NUMBER: **PCT 4 (124-036) Drainage Improvement Projects**

DATE: **1/02/15**

CURRENT POSITION TITLE: **N/A**

CURRENT SLOT. #:
124-036-0036

REQUESTED POSITION TITLE: **Public Affairs Specialist I**

REQUEST FOR: OF POSITION

New Position Temporary Position Position Reclassification* Other

POSITION SALARY REQUEST:

<u>1</u>	<u>\$.00</u>	<u>\$38,110.00</u>	\$	<u>\$38,110.00</u>
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 Acct #1200-431-00-124-036-0-

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 <input type="checkbox"/>		Exempt <input type="checkbox"/>		
Non-Exempt <input checked="" type="checkbox"/>		Non-Exempt <input checked="" type="checkbox"/>		
N/A <input type="checkbox"/>		<input type="checkbox"/>		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

To better serve Pct 4 constituents.

NEW POSITION: Brief job description and attach a copy of the new job description.




See Attached

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	1/02/15 DATE	FUNDING AVAILABLE IN DEPT. BUDGET:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> NO
2.	 HUMAN RESOURCES DIRECTOR	01.05.15 DATE	PERSONNEL PROCEDURES COMPLETED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> NO
3.	 DEPARTMENT OF BUDGET & MANAGEMENT	01/05/15 DATE	BUDGET PROCEDURES COMPLETED	<input type="checkbox"/> Yes <input type="checkbox"/> NO
4.	COMMISSIONERS COURT APPROVAL	DATE		

HIDALGO COUNTY

PUBLIC AFFAIRS SPECIALIST I

GENERAL DESCRIPTION

Under general direction, assists in public relation activities designed to provide County employees, citizens and area media with current information regarding all aspects of County operations; Supports Commissioners Court and County Departments in the areas of public information, media relations, and other communications services.

EXAMPLES OF WORK PERFORMED

Performs substantial background research, writing, content development for press releases, talking points, presentations, issues briefs, and other print and online publications

Assists in responding to information requests and inquiries from media and the public

Assists citizens and media during Commissioners Court and other public meetings

Assists in planning and coordination of special events, press conferences, and other County activities

Prepares news releases, newsletters, information articles, legislative testimony, speeches and other materials as assigned; Distribution of information includes the use of the Internet

Interacts with the Commissioners Court, elected officials, County departments, media, community and civic organizations, government and public organizations, private and business organizations and the general public

Performs all other related duties involved as assigned or required

Work in fast-paced, demanding environment

In emergency or crisis situations, must be available to work on call and/or around the clock

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Bachelor's degree in Public Relations, Journalism, Public Administration or related field;
Master's degree

Minimum of three (3) years of experience or equivalent combination

Knowledge, Skills, & Abilities

Knowledge of principles and practices of public relations and mass communication

Basic knowledge of local government

Knowledge of marketing techniques and practices, including public opinion research techniques, methods, and tools

Excellent written and verbal communication skills required

Bilingual (Spanish and English) with the ability to converse fluently in both languages

Ability to research and produce written material and content in a timely manner

Ability to enunciate and articulate well enough to speak to groups of people

Ability to keep abreast of emerging issues, media trends, best practices

High standards of excellence, tact, discretion, honesty, integrity and professionalism in community relations.

Ability to use independent judgment and maintain confidentiality.

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

AI - 47888

5-1200-431-00-124-036-0-

Pct 4 Drain Imprv PRJ

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:																
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
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 DELETE THE FOLLOWING FULL TIME POSITION:																
0034	113	CLERK IV	\$0.00	\$38,110.00	\$38,110.00	0	\$0.00	\$0.00	\$38,110.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
APPROVAL TO CREATE THE FOLLOWING FULL TIME POSITION(S):																
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
0036	113	PUBLIC AFFAIRS SPECIALIST I	\$0.00	\$38,110.00	\$38,110.00	0	\$0.00	\$0.00	\$38,110.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			\$729,828.00	\$68,613.00	\$798,441.00		\$0.00	\$0.00	\$798,441.00	\$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
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, January 06, 2015

Agenda Item: 47888

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	TRUCK DRIVER II	0027	113	30,503.00	0.00	(30,503.00)
1200	CLERK IV	0034	113	38,110.00	0.00	(38,110.00)
1200	TRUCK DRIVER III	0035	113	0.00	30,503.00	30,503.00
1200	PUBLIC AFFAIRS SPECIALIST I	0036	113	0.00	38,110.00	38,110.00
				68,613.00	68,613.00	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:

Slot no. 0034 was created during the 2015 budget process.

AI -47926

District Attorney 9. A.

CC - REGULAR

Meeting Date: 01/06/2015

Submitted By: Obdett Calzada, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

DA- State Supplement (1281):

1. Approval to create the following temporary part-time position 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	\$6,683.00 Annual / \$10.10 Hrly

2.) Approval to waive posting procedures for the Clerk I position, slot T016.

3.) Approval of revised salary schedule.

BACKGROUND

Funding is provided by State.

Fiscal Impact

FISCAL YEAR: 2015

ACCT. #: 5-1281-412-00-080-010-4-xxx

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funding is provided by the state.

Attachments

SS

PAR

Form Review

Inbox

Obdett Calzada (Originator)
 Budget & Management
 Human Resources
 Rosalinda Cantu
 Budget & Management

Reviewed By

Obdett Calzada
 Debbie Tamez
 Debbie Tamez
 Debbie Tamez
 Debbie Tamez

Date

01/02/2015 01:21 PM
 01/02/2015 01:29 PM
 01/02/2015 02:16 PM
 01/02/2015 02:17 PM
 01/02/2015 02:17 PM

Purchasing Department

Monica Badillo

01/02/2015 05:14 PM

Form Started By: Obdett Calzada

Started On: 12/30/2014 05:07 PM

Final Approval Date: 01/02/2015

HIDALGO COUNTY
 COMMISSIONER COURT
 2015 SALARY SCHEDULE

AI - 47926

5-1281-412-00-080-010-4-

DA 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					2015 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
APPROVAL TO CREATE THE FOLLOWING TEMPORARY PART-TIME POSITION, NOT TO EXCEED 6 MONTH(S):																
T016	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	\$0.00
			\$0.00	\$6,683.00	\$6,683.00		\$0.00	\$0.00	\$6,683.00	\$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

Personnel Adjustment Request Form



DEPARTMENT NAME/NUMBER: DISTRICT ATTORNEY'S OFFICE (080-010) DATE: 1/6/2015

CURRENT POSITION TITLE: CURRENT SLOT #: T016

REQUESTED POSITION TITLE: CLERK I

REQUEST FOR:

New Position Temporary Position Position Reclassification* Other _____

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount:

\$ 0.00 Current G&S/ Budgeted Salary \$ 6,683.00 Proposed G&S/ Budgeted Salary \$ 6,683.00 Net Change

Position to be funded from one of the following:

Current Department Budget Annual Budget Cycle Will Require Additional Funds
 Other 5-1281-412-00-080-010-5-XXX

POSITION Type:

Full Time Employee Object 113 Part Time Employee Object 114 \$10.10
Enter hourly rate for temp. positions
Full Time Employee Temporary Object 121 Part Time Temporary Object 122 \$ \$10.10 X 661.68 = \$6,683.00
Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

1/1/2015 6/30/2015 MON-FRI 661.68
Start Date End Date Working Days & Hours HRS YRLY
Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE: Exempt Non-Exempt N/A
FLSA: Exempt Non-Exempt

*Minimum wage increase was approved upon adoption of the 2015 Budget.

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.

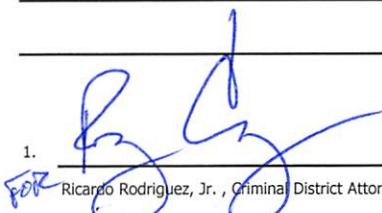
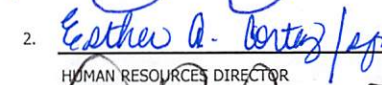

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

FUNDING FOR POSITION WILL BE PROVIDED BY THE STATE.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	 Ricardo Rodriguez, Jr., Criminal District Attorney	<u>1/5/2015</u> Date	FUNDING AVAILABLE IN DEPT. BUDGET	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
2.	 ESTHER A. CORTAZ HUMAN RESOURCES DIRECTOR	<u>01-05-15</u> Date	PERSONNEL PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
3.	 M. R. BROWN DEPARTMENT OF BUDGET & MANAGEMENT	<u>01-05-15</u> Date	BUDGET PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
4.	_____	_____	_____	_____	_____
	COMMISSIONERS' COURT APPROVAL	Date			

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

AI -47859

District Attorney 9. B.

CC - REGULAR

Meeting Date: 01/06/2015

Submitted By: Roy Cazares, DISTRICT
ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

1. DA Bad Checks (1222):
 - a. Approval of 2015 DA's Office budget for fund 1222 DA-Bad Checks.
 - b. Approval of appropriation of the DA's Office 1222 DA-Bad Checks funds.

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

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

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015

ACCT. #: SEE BELOW

FUNDS AVAILABLE Y/N?: YES

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

5-1223-412-00-080-007-0-XXX HB 65 - Funds available pending carryover of fund balances.

5-1222-412-00-080-006-0-XXX Bad Checks - Funds available pending carryover of fund balances.

5-1225-412-00-080-015-0-XXX Pre-Trial Intervention Program - Funds available pending carryover of fund balances.

Attachments

APPROPRIATIONS

Form Review

Inbox	Reviewed By	Date
Rosalinda Cantu (Originator)	Rosie Cantu	12/30/2014 05:55 PM
Budget & Management	Debbie Tamez	01/02/2015 09:27 AM
Obdett Calzada	Obdett Calzada	01/02/2015 11:23 AM
Purchasing Department	Monica Badillo	01/02/2015 05:14 PM
Form Started By: Rosie Cantu		Started On: 12/17/2014 11:44 AM
Final Approval Date: 01/02/2015		

DATE: January 2, 2015

DEPARTMENT HEAD: Ricardo Rodriguez, Criminal District Attorney

DEPARTMENT NAME: District Attorney's Office

ACCOUNT NUMBER: 5-1223-412-00-080-007-0-XXX HB 65

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	Reg F/T Employees	\$308,475.00
5-1223-412-00-080-007-0-114	Reg Part-Time Employees	\$33,280.00
5-1223-412-00-080-007-0-211	Health Insurance	\$50,153.47
5-1223-412-00-080-007-0-212	Life Insurance	\$317.77
5-1223-412-00-080-007-0-220	FICA	\$26,144.26
5-1223-412-00-080-007-0-230	Retirement	\$36,328.56
5-1223-412-00-080-007-0-250	Unemployment Compensation	\$2,050.53
5-1223-412-00-080-007-0-260	Worker's Compensation	\$490.00
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
5-1223-412-00-080-007-0-340	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)	\$549,589.59

REASON: To appropriate the 2015 HB 65 Budget.


DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI -47861

District Attorney 9. C.

CC - REGULAR

Meeting Date: 01/06/2015

Submitted By: Rosie Cantu, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. HIDTA Chapter 59 Asset Forfeiture (1251):
 - a. Approval of the 2015 HIDTA Chapter 59 Asset Forfeiture Fund Budget (1251).
 - b. Approval of appropriation of the HIDTA Chapter 59 Asset Forfeiture funds.

2. HIDTA US Justice Asset Forfeiture (1254):
 - a. Approval of the 2015 HIDTA US Justice Asset Forfeiture Fund Budget (1254).
 - b. Approval of appropriation of the HIDTA US Justice Asset Forfeiture funds.
 - c. 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.

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

FISCAL YEAR: 2015

ACCT. #: SEE BELOW

FUNDS AVAILABLE Y/N?: YES

MATCHING FUNDS Y/N?: N/A

BUDGETARY IMPACT:

5-1251-412-00-270-011-0-XXX - Chapter 59 Asset Forfeiture - Funds available pending carryover of fund balances.

5-1254-412-00-270-014-0-XXX - US Dept of Justice Funds - Funds available pending carryover of fund balances.

Attachments

[appropriation- fund 1251](#)

[appropriation- fund 1254](#)

Form Review

Inbox

Rosalinda Cantu (Originator)

Budget & Management

Purchasing Department

Form Started By: Rosie Cantu

Final Approval Date: 01/02/2015

Reviewed By

Rosie Cantu

Debbie Tamez

Monica Badillo

Date

01/02/2015 03:13 PM

01/02/2015 03:35 PM

01/02/2015 05:14 PM

Started On: 12/17/2014 11:46 AM

DATE: January 2, 2015

DEPARTMENT HEAD: Ricardo Rodriguez, 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	Reg 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	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

DATE: Friday, January 02, 2015
DEPARTMENT HEAD: Ricardo Rodriguez, 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	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
5-1254-412-00-270-014-0 339	Other Professional Services	1,000.00
5-1254-412-00-270-014-0 531	Telephone	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 January 2, 2015
DEPARTMENT HIDTA TASK FORCE
ACCOUNT 1254-412-00-270-014-0-xxx (US JUSTICE)

SLOT NUMBER	EMPLOYEE NUMBER	POSITION	2015 BUDGETED OVERTIME	FRINGES BENEFIT	
				FICA 7.65%	Retirement 10.63%
G003	037524	Criminal Investigator I	10,000.00	765.00	1,063.00
G004	121193	Criminal Investigator II	10,000.00	765.00	1,063.00
G006	153818	Criminal Investigator II	10,000.00	765.00	1,063.00
G008	072192	Assistant Commander	10,000.00	765.00	1,063.00
G013	175145	Criminal Investigator II	10,000.00	765.00	1,063.00
G014	149098	Criminal Investigator III	10,000.00	765.00	1,063.00
G020	087319	Deputy Constable Step II	10,000.00	765.00	1,063.00
G022	141917	DA Criminal Investgator	10,000.00	765.00	1,063.00
	195790	DA Criminal Investgator	10,000.00	765.00	1,063.00
TOTAL			\$ 90,000.00	\$ 6,885.00	\$ 9,567.00

IT COMPENSATION RATES	
Workers' Comp	Unemployment
0.60%	3.12%

60.00	312.00
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60.00	312.00
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60.00	312.00
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60.00	312.00
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60.00	312.00
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60.00	312.00
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60.00	312.00
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60.00	312.00
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60.00	312.00
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\$ 540.00	\$ 2,808.00
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AI -47922

Sheriff's Office 10. A.

CC - REGULAR

Meeting Date: 01/06/2015

Submitted By: Maria Del Rosario Gonzalez,
SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Authorization and approval to submit a State Administrative Agency Extension Request Form in reference to Operation Stonegarden FY 2013 and authorization for County Judge, as authorized official, to sign required documents.

BACKGROUND

Grant Number: EMW-2013-SS-00045 (Federal)
2013-SR-48215-01 (SAA--State Administrative Agency)
Original grant award amount: \$3,321,163.51 (AI# 43734 3/25/14)
Original grant award termination date: February 28, 2015
New termination date requested: May 29, 2015.

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 5-1284-421-00-280-047-6-XXX

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

BUDGETARY IMPACT:

No budgetary impact. Grant period extension request.
New termination date requested: May 29, 2015.

Attachments

OPSG 13 Extension Request

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	12/30/2014 03:40 PM
Budget & Management	Debbie Tamez	01/02/2015 09:58 AM
Manuel Chapa	Manuel Chapa	01/02/2015 01:38 PM
Purchasing Department	Monica Badillo	01/02/2015 05:14 PM
Form Started By: Maria Del Rosario Gonzalez		Started On: 12/30/2014 02:05 PM
Final Approval Date: 01/02/2015		



State Administrative Agency Extension Request Form

EXTENSION INFORMATION

(Please complete all fields below and provide detail information)

Date: 12/30/14 Agency/Jurisdiction: Hidalgo County Sheriff's Office Region / UASI: Lower Rio Grande Valley COG

Requestor's Information Name: J.E. "Eddie" Guerra Phone #: (956) 383-8114 Email: sheriff.guerra@hidalgoso.org

Grant Information:

Grant Year: 2013 Grant: OPSG
Award Amount: \$3,321,163.51
Amt. Invoiced: \$1,294,804.74
(Submitted to SAA)
Amt. Uncommitted: \$2,026,358.77

Project Information:

Please provide the following project information for requested grant & grant year:

Total # of projects sub-grantee is responsible for: 1

Total # of projects completed: _____

List projects included in this extension: If ALL, check box

(Please use SPARS titles)

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

Performance Period:

Current End Date: Feb 28, 2015
Requested End Date: May 29, 2015

Justification for Extension: (Please be project specific)

Hidalgo County is requesting a no-cost extension on the 2013 Operation Stonegarden grant. The purpose of this extension is for the continuation and support of working collaboratively with the 16 participating agencies on achieving and sustaining the goals and objectives set forth within the Stonegarden mission statement. This extension will provide all participating agencies the ample time needed to exhaust their awarded funds, submit appropriate reimbursement document and execute their original spending plans by the scheduled deadline of May 29, 2015. This approval will allow the Hidalgo County Sheriff's Office and participating agencies to remain consistent with the overall strategic plan and objectives associated with Operation Stonegarden.

Date _____ Printed Name (Director/Authorized Official) _____ Signature (Director/Authorized Official) _____

Regional or UASI POC Use Only

POC Name: _____ Date Received: _____

Notes or Comments:

APPROVED

DENIED

Date _____ Printed Name (Regional POC/UASI POC) _____ Signature (Regional POC/UASI POC) _____

NOTE: Save a copy of this form for your records.

SAA USE ONLY

STEP 1 -

Grant Coordinator Review

Date Received

GC Initials

BA Initials

Lead Initials

Spvr Initials

APPROVED

DENIED

Notes or Comments:

STEP 2 -

Management Review

Dep. Adm. Initials

Signature - Deputy Assistant Director

Date

APPROVED

DENIED

Notes or Comments:

AI -47866

Sheriff's Office 10. B.

CC - REGULAR

Meeting Date: 01/06/2015

Submitted By: Myra Montoya, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Requesting approval for reimbursement for Sergeant Glen Mendoza in the amount of \$21.22 for the purchase of coolant fluid for county vehicle.

BACKGROUND

While working Patrol, Sergeant Glen Mendoza was responding to a call in the field when he observed vapor coming out of engine compartment. An inspection of his unit revealed a hose clamp had loosen, causing coolant fluid to expel. He was able to tighten the clamp and purchased coolant fluid at a nearby store to continue his tour of duty. In doing so he prevented work stoppage and a more costly solution.

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1100-421-00-280-001-0-672

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

BUDGETARY IMPACT:

Funding available as of 12-23-14

Attachments

reimbursement

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	12/19/2014 03:21 PM
Budget & Management	Veronica Ortiz	12/23/2014 12:06 PM
Manuel Chapa	Manuel Chapa	12/24/2014 03:30 PM
Auditor's Office	Monica Badillo	01/02/2015 05:14 PM
Form Started By: Myra Montoya		Started On: 12/18/2014 09:11 AM
Final Approval Date: 01/02/2015		

HIDALGO COUNTY AUDITOR'S OFFICE
HIDALGO COUNTY, TEXAS

PURCHASE AFFIDAVIT

THE STATE OF TEXAS

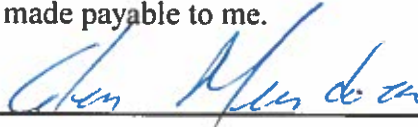
COUNTY OF HIDALGO

I, GLEN MENDOZA, do hereby state that the item(s) listed on the invoices named below were purchased for the exclusive use of Hidalgo County:

<u>INVOICE NO.</u>	<u>DATE</u>	<u>AMOUNT</u>	<u>NAME OF COMPANY</u>
<u>107053</u>	<u>December 14, 2014</u>	<u>\$10.61</u>	<u>STRIPES</u>
<u>107054</u>	<u>December 14, 2014</u>	<u>\$10.61</u>	<u>STRIPES</u>

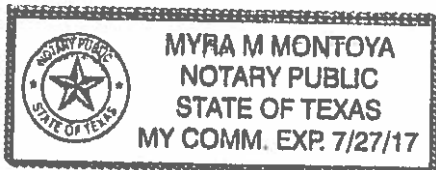
I further state that I was authorized to make such purchase(s).


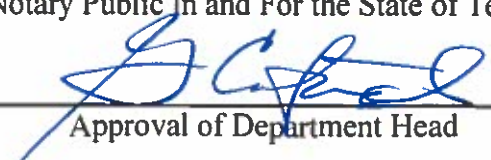
I therefore request reimbursement of this invoice (these invoices) from Hidalgo County and that payment be made payable to me.

SIGNATURE: 

TITLE: SERGEANT
PERSON MAKING REQUEST

Before me MYRA M. MONTOYA, a Notary Public, appeared GLEN MEDOZA and on his/her 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/She further stated that he requested payment of the same.




Notary Public In and For the State of Texas

Approval of Department Head

Approval of County Auditor

Unit 224

STRIPES 2198
10935 N CONWAY
MISSION TEXAS 78574
Stripes 2198

Tx

Description	Qty	Amount
<CUSTOMER COPY>		
T ROAD TECH EL 50/50	1	9.99
T LIL AUTO 1 PINT FUN	1	1.99

Subtotal		11.98
Tax		0.75
TOTAL		12.73
DEBIT \$		12.73

VISA DEBIT \$12.73
 Payment from Primary Account
 Acct/Card #: XXXXXXXXXXXX8411
 Auth #: 411778
 Resp Code: 0
 Stan: 0142899831
 Trace #: 107053
 Invoice #: 107053
 SITE ID: TP48571180001
 CUSTOMER COPY

APPROVED 411778

Diesel Fuel Contains
 Up To 20% Biodiesel Or
 Renewable State Diesel
 Tax \$ 0.13 Per Gallon

ST# 2198 TILL XXXX DR# 1 TRAN# 1018860
 CSH: 18 12/14/14 02:08:10

Unit #224

STRIPES 2198
10935 N CONWAY
MISSION TEXAS 78574
Stripes 2198

Tx

Description	Qty	Amount
<CUSTOMER COPY>		
T ROAD TECH EL 50/50	1	9.99

Subtotal		9.99
Tax		0.62
TOTAL		10.61
DEBIT \$		10.61

VISA DEBIT \$10.61
 Payment from Primary Account
 Acct/Card #: XXXXXXXXXXXX8411
 Auth #: 811885
 Resp Code: 0
 Stan: 0142899849
 Trace #: 107054
 Invoice #: 107054
 SITE ID: TP48571180001
 CUSTOMER COPY

APPROVED 811885

Diesel Fuel Contains
 Up To 20% Biodiesel Or
 Renewable State Diesel
 Tax \$ 0.19 Per Gallon

ST# 2198 TILL XXXX DR# 1 TRAN# 1018865
 CSH: 18 12/14/14 02:25:24

AI -47862

Tax Office 11. A.

CC - REGULAR

Meeting Date: 01/06/2015

Submitted For: Mary Garcia, TAX OFFICE **Submitted By:** Mary Garcia, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Requesting approval of the following claim/invoice with the authority for the County Treasurer to issue payment/check after review, audit and processing procedures are completed by the County Auditor.

Invoice Date	Invoice No.	Vendor	Amount
12/16/14	14-0931	Video Sound & Lights	\$272.00

BACKGROUND

Requesting approval for payment payable to Video Sound & Lights - invoice#: 14-0931 in the amount of \$272.00 dated 12/16/2014. Additional equipment was needed to complete the installation of lights on 2014 Ford F-150 crew cab county vehicle vin#: 1FTEW1CM8EKG23242 Lic#: FCJ8705 Asset#: 62929. Original purchase order#: 716331.

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1100-415-15-140-001-0-751

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available through PO #716331.

Attachments

Claim

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/23/2014 12:03 PM
Purchasing Department	Monica Badillo	01/02/2015 05:14 PM
Form Started By: Mary Garcia		Started On: 12/17/2014 12:24 PM
Final Approval Date: 01/02/2015		

VIDEO SOUND & LIGHTS

1406 South McColl Road
Edinburg Texas 78539
956.383.6855 Fax
956.380.1513

Invoice

Date	Invoice #
12/16/2014	14-0931

Service Date	12/15/2014
--------------	------------

HIDALGO COUNTY TAX OFFICE
FRAUD INVESTIGATIONS

INVOICE RECEIVED BY:
Manu Garcia on *12/16/14*
GOODS/SERVICES RECEIVED BY:
Mentunepede on *12/16/14*

P.O.# 714254

4 1100-418-15-140-001-04329 748

Lic. Plate	Make	Model	MILEAGE	Vin#	Unit #
FCJ 8705				1FTEW1CM8EKG23242	

Quantity	Item Code	Description	Price Each	Amount
3	CS-LHP-62	THE FOLLOWING ITEMES ARE OPEN MARKET	130.00	✓ 390.00
2	Misc.	CAR-SON HIDE A WAY INSERTS RED AND BLUE	75.00	✓ 150.00T
2	Misc.	WIG WAG	75.00	✓ 150.00T
1	FE-C-4009	6 LED LIGHT HEAD RED-BLUE	125.00	125.00
1	FE-S-2009	HALEO 100W SIREN	147.00	147.00
1	Misc.	TRITON 150W	675.00	✓ 675.00T
		PEGASUS 2 PIECE		
		CONTRACT ITEMS		
3	HCI-130	INSTALL LIGHT INSERTS BY PAIRS	20.00	✓ 60.00T
2	HCI-133	INSTALL WIG-WAG FLASHER	20.00	✓ 40.00T
1	HCI-138	install rear deck lights	25.00	✓ 25.00T
1	HCI-111	INSTALL WHELEN EDGE 9004 SL	85.00	85.00T
1	HCI-100	INSTALL MOTOROLA (SYNTORX, 9000 ETC.)	75.00	✓ 75.00
1	HCI-117	INSTALL SIREN WITH P.A.	45.00	45.00T
1	HCI-100	INSTALL MOTOROLA (SYNTORX, 9000 ETC.)	75.00	75.00
1	HCI-117	INSTALL SIREN WITH P.A.	45.00	45.00T
1	HCI-115	INSTALL SIREN SPEAKER PUSH BAR MOUNT	25.00	25.00T
1	HCR-100	REMOVAL MOTOROLA (SYNTORX, 9000 ETC.)	39.00	39.00T
1	HCR-117	REMOVAL SIREN WITH P.A.	15.00	15.00T
1	HCR-115	REMOVAL SIREN SPEAKER PUSH BAR MOUNT	12.00	12.00T
3	HCI-106	INSTALL ANTENNAS	35.00	✓ 105.00T
3	HCR-106	REMOVAL ANTENNAS	10.00	✓ 30.00T
		2014 F-150 CREW CAB		
		PO # 716331		
		Out-of-state sale, exempt from sales tax	0.00%	0.00
			Total	\$2,313.00

Serving those who protect our families

VIDEO SOUND & LIGHTS

3716 South US HWY 281
Edinburg Tx 78539
956-383-6855
FAX 956-380-1513

QUOTE

Date	Estimate #
9/16/2014	2085

VIN#

Name / Address
HIDALGO COUNTY TAX OFFICE FRAUD INVESTIGATIONS

P.O. No.	Terms	Due Date
	9/16/2014	9/16/2014

Item	Description	Qty	Cost	Total
CS-LHP-62	THE FOLLOWING ITEMES ARE OPEN MARKET			
Misc.	CAR-SON HIDE A WAY INSERTS RED AND BLUE	3	130.00	390.00
Misc.	WIG WAG	2	75.00	150.00T
Misc.	6 LED LIGHT HEAD RED-BLUE	2	75.00	150.00T
Misc.	PEGASUS 2 PIECE	1	675.00	675.00T
	CONTRACT ITEMS			
HCI-130	INSTALL LIGHT INSERTS BY PAIRS	3	20.00	60.00T
HCI-133	INSTALL WIG-WAG FLASHER	2	20.00	40.00T
HCI-138	install rear deck lights	1	25.00	25.00T
HCI-111	INSTALL WHELEN EDGE 9004 SL	1	85.00	85.00T
HCI-100	INSTALL MOTOROLA (SYNTORX, 9000 ETC.)	1	75.00	75.00
HCI-117	INSTALL SIREN WITH P.A.	1	45.00	45.00T
HCI-115	INSTALL SIREN SPEAKER PUSH BAR MOUNT	1	25.00	25.00T
HCR-100	REMOVAL MOTOROLA (SYNTORX, 9000 ETC.)	1	39.00	39.00T
HCR-117	REMOVAL SIREN WITH P.A.	1	15.00	15.00T
HCR-115	REMOVAL SIREN SPEAKER PUSH BAR MOUNT	1	12.00	12.00T
HCI-106	INSTALL ANTENNAS	3	35.00	105.00T
HCR-106	REMOVAL ANTENNAS	3	10.00	30.00T
	2014 F-150 CREW CAB			
			Subtotal	\$1,921.00
			Sales Tax (0.0%)	\$0.00
			Total	\$1,921.00



Purchase Order COUNTY OF HIDALGO

PO# 716331

DATE: 10/20/14

PAGE NO: 1 Of 1

PO TYPE:

VENDOR: 208078

REQ: 00263732

PHONE: (956) 383-6855

Fax: (956) 316-2170

EMAIL:

SHIP TO: TAX ASSESSOR-COLLECTOR

2804 S. BUS. HWY 281
EDINBURG TX 78539-6243

VIDEO SOUND & LIGHT ENTERPRISES INC.
1406 S. MCCOLL RD.
EDINBURG TX 78541

CONTACT:

SITE: TAX ASSESSOR-COLLECTOR

CONTRACT NO:

SPECIAL INSTRUCTIONS: F-13

VENDOR NOTES

1. Do not add to, or after 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		
		E-14-072-02-25 exp 03/05/2015		
3.00	EACH	OM CS-LHP-62 CAR-SON HIDE A WAY INSERTS RED AND BLUE	130.00	✓ 390.00
2.00	EACH	OM MISC WIG WIG	75.00	✓ 150.00
2.00	EACH	OM MISC 6 LED LIGHT HEAD-RED BLUE	75.00	✓ 150.00
1.00	EACH	OM ASSET # 62735	675.00	✓ 675.00
		FE-1-0009+ PEGASUS 2 PIECE		
3.00	EACH	CC HC1-130 INSTALL LIGHT INSERTS BY PAIRS	20.00	✓ 60.00
2.00	EACH	CC HC1-133 INSTALL WIG-WAG FLASHER	20.00	✓ 40.00
1.00	EACH	CC HC1-138 INSTALL REAR DECK LIGHTS	25.00	✓ 25.00
1.00	EACH	CC HC1-111 INSTALL WHELEN EDGE 9004 SL	85.00	✓ 85.00
1.00	EACH	CC HC1-100 INSTALL MOTOROLA (SYNTORX, 9000 ETC.)	75.00	✓ 75.00
1.00	EACH	CC HC1-117 INSTALL SIREN WITH P.A.	45.00	✓ 45.00
1.00	EACH	CC HC1-115 INSTTALL SIREN WITH P.A.	25.00	✓ 25.00
1.00	EACH	CC HCR-100 REMOVAL MOTORLA (SYNTORX, 9000 ETC)	39.00	✓ 39.00
1.00	EACH	CC HCR-117 REMOVAL SIREN WITH P.A.	15.00	✓ 15.00
1.00	EACH	CC HCR-115 REMOVAL SIREN SPEAKER PUSH BAR MOUNT	12.00	✓ 12.00
3.00	EACH	CC HC1-106 INSTALL ANTENNAS	35.00	✓ 105.00
3.00	EACH	CC HCR-106 REMOVAL ANTENNAS	10.00	✓ 30.00
.00	EACH	CC ACCESSORIES FOR 2014 F-150 CREW CAB	.00	✓ .00
			TOTAL:	1,921.00
LIGHTS ACCESSORIES FOR THE NEW VEHICLE (HAS NOT BEEN RECEIVED) AT				
REBORAHDADEHAZARDS 1-866-HCR-SAFE OR 1-866-427-7233				

For Hidalgo County use only				
4-1100-415-15-140-001-0-432			556.00	
4-1100-415-15-140-001-0-748			1,365.00	

Authorized by:

Martha Salazar

AI -47799

Health & Human Services Dept. 12. A.

CC - REGULAR

Meeting Date: 01/06/2015

Submitted By: Dairen
Sarmiento,
HEALTH &
HUMAN
SERVICES
DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Presentation of Walk Across Texas Challenge # 2 Winners.

BACKGROUND

WAT Challenge # 3 (February 2, 2015 - March 29, 2015)

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/18/2014 03:25 PM
Purchasing Department	Monica Badillo	01/02/2015 05:14 PM
Form Started By: Dairen Sarmiento		Started On: 12/11/2014 04:31 PM
Final Approval Date: 01/02/2015		

AI -47856

Health & Human Services Dept. 12. B.

CC - REGULAR

Meeting Date: 01/06/2015

Submitted By: Dairen Sarmiento,
HEALTH &
HUMAN SERVICES
DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Approval for County to pay Safeguard Universal LLC Invoice 25392 in the amount of \$1,256.96 (PO# 717410).

BACKGROUND

Items purchased for the wellness program.

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1100-444-00-240-005-0-603

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

BUDGETARY IMPACT:

PO# 717410 available balance as of 12-18-14 \$1,256.96

Attachments

inv 25392

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/18/2014 03:30 PM
Manuel Chapa	Manuel Chapa	12/19/2014 08:42 AM
Purchasing Department	Monica Badillo	01/02/2015 05:14 PM
Form Started By: Dairen Sarmiento		Started On: 12/17/2014 10:45 AM
Final Approval Date: 01/02/2015		

Ph: 361-884-8640 Fx: 361-884-8015
 Safeguard Universal, LLC
 2741 Swantner
 Corpus Christi TX 78404

INVOICE

*** COPY ***

REMITTANCE STUB
 Safeguard Universal,

12/03/14

Invoice date

Invoice # 25392
 Order # 1114068

Job #

Hidalgo County

Customer

Customer # 100996
 21 4B Salesperson

Customer # 100996
 Job # 1114068
 Ph: 956-383-6221 Fx: 956-383-8864
 Hidalgo County Health Departme
 Attn: R. Salinas 717410
 1304 S. 25th
 Edinburg TX 78539

Customer po # 717410
 Qty BO 21
 Shipped 200
 Salesperson Maribel Moreno
 Order date 11/18/14
 Invoice date 12/03/14
 Date shipped 12/01/14
 Invoice # 25392

Unit	Ordered	Shipped	Qty BO	Item #	Description	Price	Per	Amount
0	200	200		RQVHGIQNUD	Sport & Rally Terry Loop towel	2.410	EA	482.00
	40	40		ISBBHLEEU	First Place Medals Gold 2"	8.000	EA	320.00
	1	1		JPXJIIILMR	Double Column 3 Tier, 2 Figure, 2 Trims	108.960	EA	108.96
	200	200		RUYCCEYTEF	Aero Non Woven Backsack	1.730	EA	346.00

Terms DUE UPON RECEIPT	1256.96	0.00	0.00	0.00	0.00	PLEASE PAY THIS AMOUNT	1256.96
Tax # CNVT	Sub-total	Insurance	Shpg/Hdlg	Sales tax	Total		

Customer agrees to pay sales tax unless tax exempt documentation is provided. No credit will be issued on returned merchandise without our consent. Some items may be subject to 10% underruns/overruns. Discrepancies with this invoice or merchandise must be reported within 5 business days. A \$30 fee will be imposed on all returned checks. ** SAME COMPANY - NEW LOOK **

Unmailed Customer Invoice



Purchase Order COUNTY OF HIDALGO

PO# 717410

DATE: 11/14/14

PAGE NO: 1 OF 1

PO TYPE:

VENDOR: 211109

REQ: 00266827

PHONE: (800)221-7419

Fax: (361)884-8015

EMAIL:

SHIP TO: HUMAN SERVICES

1304 S. 25TH AVE.
EDINBURG TX 78539

SAFEGUARD UNIVERSAL LLC
2741 SWANTNER
CORPUS CHRISTI TX 78404

CONTACT:

SITE: HUMAN SERVICES

CONTRACT NO: BUYBOARD 417-13

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		
		BUYBOARD 417-13 EXPIRES 6/30/2016		
200.00	EACH	CO Item No. RQVHG-IQNUD Sport & Rally Terry Loop Hemmed Towel NIGP# 85092	2.41	482.00 ✓
200.00	EACH	CO Item No. TVDC-IWQCX Drawstring Backpacks NIGP# 53025	1.73	346.00 ✓
40.00	EACH	CO Item No, ISSBBH-HLEEU Medal and 1 1/2 ribbon laser engraved Walk Across Texas Challenge #1, #2, #3, #4, #5 NIGP #80515	8.00	320.00
1.00	EACH	CO Item No. Double Column Trophy NIGP #08078	73.96	73.96
1.00	EACH	CO Freight Fee NIGP #96286	15.00	15.00
1.00		CO Set-Up NIGP# 96339	20.00	20.00
TOTAL:				1,256.96
REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233				
***** For Hidalgo County use only				
4-1100-444-00-240-005-0-603				1,256.96

Authorized by:

Martha Salazar

AI -47884

Health & Human Services Dept. 12. C.

CC - REGULAR

Meeting Date: 01/06/2015

Submitted For: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Health Administration (1293):

1. Approval of the 2015 Health department budget for fund 1293 Health Administration.
2. Approval of appropriation of the Health Department 1293 Health Administration funds in the amount of \$150,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015

ACCT. #: 5-1293-441-00-340-005-0-XXX

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

BUDGETARY IMPACT:

Funds are in Fund 1293 fund balance, pending carryover.

Attachments

Salary Fringes Budget

Fund Balance Worksheet

budget appropriation

Form Review

Inbox

Budget & Management

Rosalinda Cantu

Purchasing Department

Form Started By: Mike Escaname

Final Approval Date: 01/02/2015

Reviewed By

Veronica Ortiz

Rosie Cantu

Monica Badillo

Date

12/23/2014 12:08 PM

12/30/2014 05:24 PM

01/02/2015 05:14 PM

Started On: 12/19/2014 11:27 AM

Hidalgo County Health & Human Services Department
 2015 Health Administration Program Income Funding
 Salary Schedule
 January 1, 2015 through December 31, 2015

For Budgeting Purposes Only

5-1293-441-00-340-005-0-xxx

Slot #	Position Title	Budgeted Salary	Actual Gross Salary	Distribution								Insurance				
				340-003	%	340-005	%	340-008	%	340-011	%	340-012	%	Health Ins.	Life Ins.	
G002	TX Vaccines Manager	41,280.00	41,280.00	-	-	2,892.00	0.07	-	-	-	-	38,388.00	0.93	414.00	31.58	
G003	Registered Nurse IV	61,155.00	61,155.00	59,238.00	0.97	1,917.00	0.03	-	-	-	-	-	-	185.24	14.13	
G004	Lic. Voc. Nurse III	48,149.00	48,149.00	9,952.00	0.21	1,820.00	0.04	-	-	36,377.00	0.76	-	-	223.37	17.04	
G005	Lic. Voc. Nurse III	48,149.00	48,149.00	9,952.00	0.21	1,820.00	0.04	-	-	36,377.00	0.76	-	-	223.37	17.04	
G006	Lic. Voc. Nurse III	48,149.00	48,149.00	9,953.00	0.21	1,819.00	0.04	36,377.00	0.76	-	-	-	-	223.25	17.03	
G007	Lic. Voc. Nurse III	48,149.00	48,149.00	14,637.00	0.30	1,593.00	0.03	-	-	31,919.00	0.66	-	-	195.51	14.91	
G008	Lic. Voc. Nurse II	44,795.00	44,795.00	14,279.00	0.32	1,454.00	0.03	-	-	-	-	29,062.00	0.65	191.81	14.63	
G009	Lic. Voc. Nurse II	41,280.00	41,280.00	10,764.00	0.26	1,454.00	0.04	-	-	-	-	29,062.00	0.70	208.15	15.88	
G010	Lic. Voc. Nurse II	44,795.00	44,795.00	14,279.00	0.32	1,454.00	0.03	-	-	-	-	29,062.00	0.65	191.81	14.63	
G012	Outreach Specialist I	27,015.00	27,015.00	1,782.00	0.07	1,201.00	0.04	24,032.00	0.89	-	-	-	-	262.71	20.04	
G013	Outreach Specialist I	26,614.00	26,614.00	2,138.00	0.08	1,167.00	0.04	-	-	23,309.00	0.88	-	-	259.12	19.76	
G014	Asst. TB Rcrd Mngr	25,819.00	25,819.00	1,708.00	0.07	1,146.00	0.04	-	-	22,965.00	0.89	-	-	262.29	20.01	
G015	Community Srv Aide	28,094.00	28,094.00	730.00	0.03	1,057.00	0.04	-	-	-	-	26,307.00	0.94	222.33	16.96	
G016	Community Srv Aide	30,062.00	30,062.00	780.00	0.03	1,132.00	0.04	-	-	-	-	28,150.00	0.94	222.52	16.97	
G017	Outreach Specialist I	24,087.00	24,087.00	542.00	0.02	36.00	0.00	-	-	23,509.00	0.98	-	-	8.83	0.67	
G018	Outreach Specialist II	30,062.00	30,062.00	9,250.00	0.31	992.00	0.03	-	-	19,820.00	0.66	-	-	195.00	14.87	
G019	Outreach Specialist I	26,614.00	26,614.00	8,220.00	0.31	874.00	0.03	-	-	17,520.00	0.66	-	-	194.06	14.80	
G020	Outreach Specialist I	25,105.00	25,105.00	11,549.00	0.46	15.00	0.00	-	-	13,541.00	0.54	-	-	3.53	0.27	
G021	HR Coordinator II	59,946.00	59,946.00	49,646.00	0.83	10,300.00	0.17	-	-	-	-	-	-	1,015.36	77.44	
G022	Registered Nurse V	65,507.00	65,507.00	63,683.00	0.97	1,824.00	0.03	-	-	-	-	-	-	164.54	12.55	
Total Gross Salary - >		794,826.00	794,826.00			35,967.00								4,702.29	358.65	
						4,702.29										Health Insurance
						358.65										Life Insurance
				7.65%		2,751.48										FICA
				11.28%		4,057.08										Retirement
				1.00%		359.67										Unemployment Comp
				1.00%		359.67										Worker's Comp
						48,555.83										

2015 Fri  2015

**Hidalgo County Health & Human Services Dept.
Fund Balance Projection (December 31, 2014)
Health Administration / Fund 1293 - Program 005**

Beginning Fund Balance at 01/01/2014		1,507,341.00
Program Income Collections through 11/30/14:	85,383.86	
Projected program income collections for Dec 2014	4,500.00	
Total Projected Program Income Collections for 2014	<u>89,883.86</u>	89,883.86
Expenditures through 12/19/14 (<i>GL Expenditure Report</i>)	88,489.95	
Encumbrances at 12/19/14 (<i>GL Expenditure Report</i>)	6,424.63	
Cost for remaining payroll (through 12/31/14)	2,416.15	
Total Projected Expenditures for 2014	<u>97,330.73</u>	97,330.73
Projected Fund Balance at 12/31/2014		<u>1,499,894.13</u>

DATE: January 06, 2015

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 5-1293-441-00-340-005-0-XXX Health Adm Program Income

**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		
5-1293-441-00-340-005-0-113	H.D. ADM-REG F/T EMPLOYEES	\$ 36,000.00
Fringes		
5-1293-441-00-340-005-0-211	H.D. ADM-HEALTH INSURANCE	\$ 4,900.00
5-1293-441-00-340-005-0-212	H.D. ADM-LIFE INSURANCE	\$ 400.00
5-1293-441-00-340-005-0-220	H.D. ADM-FICA	\$ 2,800.00
5-1293-441-00-340-005-0-230	H.D. ADM-RETIREMENT	\$ 4,100.00
5-1293-441-00-340-005-0-250	H.D. ADM-UNEMPLOYMENT COMP	\$ 400.00
5-1293-441-00-340-005-0-260	H.D. ADM-WORKERS COMP	\$ 400.00
Other		
5-1293-441-00-340-005-0-339	H.D. ADM-OTHER PROF SRV	\$ 31,825.00
5-1293-441-00-340-005-0-430	H.D. ADM-REPAIR & MAINTENANCE SERVICES	\$ 30,000.00
5-1293-441-00-340-005-0-583	H.D. ADM-TRAVEL OUT OF COUNTY	\$ 10,000.00
5-1293-441-00-340-005-0-584	H.D. ADM-REGISTRATION FEES	\$ 5,000.00
5-1293-441-00-340-005-0-610	H.D. ADM-GENERAL SUPPLIES	\$ 22,175.00
5-1293-441-00-340-005-0-811	H.D. ADM-LICENSES & PERMITS	\$ 2,000.00
TOTAL APPROPRIATION		\$ 150,000.00
TOTAL APPROPRIATION		\$ 150,000.00

REASON: To appropriate the 2015 Health Adm Program Income Budget.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S CC

DATE

ATTEST CO. CLERK

AI -47851

Urban County 13. A.

CC - REGULAR

Meeting Date: 01/06/2015

Submitted For: Olga Lerma,
URBAN COUNTY

Submitted By: Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program on behalf of the City of Progreso is requesting consideration and action to award and enter into a construction contract with 2GS, LLC for the Paving Improvements project with a total contract amount of \$192,155.00. Utilizing UCP – City of Progreso Street Improvement funds FYs’ 25 & 26 (2012 & 2013).

BACKGROUND

Javier Hinojosa Engineering prepared the specification packages and bids were received and opened at the Hidalgo County – Purchasing Department on December 10, 2014 for the City of Progreso Paving Improvements project. After review the project engineer recommended 2GS, LLC as the lowest of four (4) qualified bidders. (See attached recommendation letter from project engineer, copy of bid tabulation sheet and certificate of insurance.)

Contractor: 2GS, LLC

Contract Amount: **\$192,155.00**

Funds Available: \$ 58,708.19 FY 25 (2012) Street Improvements

\$ 239,548.79 FY 26 (2013) Street Improvements

Total: **\$298,778.98**

Fiscal Impact

Attachments

City of Progreso paving improvements

Form Review

Inbox

Budget & Management

Purchasing Department

Form Started By: Olga Lerma

Final Approval Date: 01/02/2015

Reviewed By

Veronica Ortiz

Monica Badillo

Date

12/18/2014 03:27 PM

01/02/2015 05:14 PM

Started On: 12/16/2014 03:03 PM

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

416 E. Dove Avenue • McAllen, Texas 78504

Tel: (956) 668-1588 • Fax: (956) 994-8102

javhin@rgv.rr.com

TBPE FIRM NO. F-1295

DEC 11 2014

AL

December 10, 2014

Mr. Alfredo Espinosa, City Manager
City of Progreso
300 N FM 1015 Road
Progreso, Texas 78579

Re: City of Progreso Paving Improvements

Dear Ms. Espinosa,

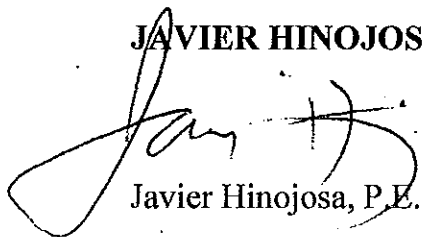
Bids were received and opened for the City of Progreso Paving Improvements project at 9:30 a.m. on December 10, 2014. A total of four bids were received with 2GS, LLC being the low bidder with a total base bid of \$192,155.00. This project consist of paving improvements to Champion Street (FM 1015 to Miles Street), East Palm Street (Miles Street east to Dead End), West Palm Street (Lions Street west to Dead End) and M. Flores Street (Los Leones Subdivision).

Attached is a bid tabulation of the four bids received. 2GS, LLC is a reputable firm who has performed numerous projects within the Hidalgo County area. We recommend award of the contract to 2GS, LLC. for the base bid in the amount of \$192,155.00.

If you have any questions or require further information, please feel free to contact me at your convenience.

Sincerely,

JAVIER HINOJOSA ENGINEERING



Javier Hinojosa, P.E.

cc: Ms. Monica Leal, Urban County Program, Coordinator

**HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET**

DEPARTMENT NAME: HIDALGO COUNTY -- URBAN COUNTY PROGRAM

BID OPENING DATE: December 10, 2014

BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: City of Progreso – Paving Improvements

BID NO: 5012/13-65-0311-5000-6500-UCP-ML

PROCUREMENT SPECIALIST:

BID # RFB#	NAME OF COMPANY	TOTAL PRICE	BID BOND OR CHECK INCLUDE
#1	2GS , LLC	\$192,155.00	Bid Bond Included
#2	Foremost Paving, Inc.	\$199,960.00	Bid Bond Included
#3	Jimmy Closner & Sons Constr. Co., Inc.	\$214,240.00	Bid Bond Included
#4	G & T Paving, LLC	\$222,640.00	Bid Bond Included
#5			
#6			
#7			
#8			
#9			
#10			
#11			

*TYPED AS READ AT BID OPENING, AMOUNTS NOT VERIFIED/CALCULATED

BID TABULATION SHEET
Hidalgo County Urban County Program
City of Progreso Paving Improvements
Bid # 5012/13-65-0311-5000-6500-UCP-ML
Engineer: Javier Hinojosa Engineering
Bid Date: December 10, 2014 @ 9:30 a.m.

<u>Bidder</u>	<u>Total Base Bid</u>	<u>Bid Bond</u>
1. 2GS, LLC	\$192,155.00	Yes
2. Foremost Paving, Inc.	\$199,960.00	Yes
3. Jimmy Closner & Sons, Inc.	\$214,240.00	Yes
4. G & T Paving, LLC	\$222,640.00	Yes

Bid Tabulation
City of Progreso Street Improvements
Prepared For: City of Progreso
Prepared By: Javier Hinojosa Engineering
December 10, 2014

			2GS, LLC	Foremost Paving, Inc.	Jimmy Closner & Sons, Inc.	G&T Paving, LLC				
A. <u>Champion Street (36' L/L - Bus. FM 1015 to Miles Street - Reconstruct within existing curb and gutter)</u>										
1. Unc. Excavation	1,350	CY	\$15.00	\$20,250.00	\$16.00	\$21,600.00	\$10.50	\$14,175.00	\$5.00	\$6,750.00
2. 6" Lime Treated Subgrade	2,800	SY	\$5.00	\$14,000.00	\$3.80	\$10,640.00	\$4.00	\$11,200.00	\$2.75	\$7,700.00
3. Lime	37	TONS	\$200.00	\$7,400.00	\$200.00	\$7,400.00	\$195.00	\$7,215.00	\$200.00	\$7,400.00
4. 8" Flex Base	2,800	SY	\$8.15	\$22,820.00	\$10.00	\$28,000.00	\$8.70	\$24,360.00	\$15.90	\$44,520.00
5. 2" HMAC (Type "D")	2,800	SY	\$12.50	\$35,000.00	\$11.50	\$32,200.00	\$13.00	\$36,400.00	\$14.85	\$41,580.00
6. Adjust Manholes	3	EA	\$500.00	\$1,500.00	\$1,500.00	\$4,500.00	\$550.00	\$1,650.00	\$300.00	\$900.00
7. Adjust Water Valve	1	EA	\$150.00	\$150.00	\$1,200.00	\$1,200.00	\$250.00	\$250.00	\$225.00	\$225.00
8. Remove and Replace Curb and Gutter	300	LF	\$9.95	\$2,985.00	\$22.00	\$6,600.00	\$15.80	\$4,740.00	\$18.00	\$5,400.00
9. Remove and Replace 72" Valley Gutter	70	LF	\$30.00	\$2,100.00	\$78.00	\$5,460.00	\$40.00	\$2,800.00	\$45.00	\$3,150.00
10. 36" Valley Gutter	60	LF	\$20.00	\$1,200.00	\$66.00	\$3,960.00	\$20.00	\$1,200.00	\$28.00	\$1,680.00
Subtotal Champion Street				\$107,405.00		\$121,560.00		\$103,990.00		\$119,305.00
B. <u>East Palm Street (18' E/E - Miles Street east to dead end - Overlay)</u>										
1. Sweep and Clean Existing Roadway and Pot Hole Repair	LUMP SUM		\$1,500.00	\$1,500.00	\$750.00	\$750.00	\$6,600.00	\$6,600.00	\$3,000.00	\$3,000.00
2. 2" HMAC Overlay (Type "D") With Tack Coat	1,300	SY	\$12.50	\$16,250.00	\$11.50	\$14,950.00	\$13.00	\$16,900.00	\$14.85	\$19,305.00
Subtotal East Palm Street				\$17,750.00		\$15,700.00		\$23,500.00		\$22,305.00
C. <u>West Palm Street (20' E/E - Lions Street west to dead end - Overlay)</u>										
1. Sweep and Clean Existing Roadway and Pot Hole Repair	LUMP SUM		\$1,500.00	\$1,500.00	\$750.00	\$750.00	\$6,600.00	\$6,600.00	\$3,000.00	\$3,000.00
2. 2" HMAC Overlay (Type "D") With Tack Coat	1,300	SY	\$12.50	\$16,250.00	\$11.50	\$14,950.00	\$13.00	\$16,900.00	\$14.85	\$19,305.00
Subtotal West Palm Street				\$17,750.00		\$15,700.00		\$23,500.00		\$22,305.00

			2GS, LLC	Foremost Paving, Inc.	Jimmy Closner & Sons, Inc.	G&T Paving, LLC				
D. M. Flores Street (22' E/E - Los Leones Subdivision - Overlay)										
1. Sweep and Clean Existing Roadway and Pot Hole Repair	LUMP SUM		\$3,000.00	\$3,000.00	\$750.00	\$750.00	\$15,000.00	\$15,000.00	\$5,000.00	\$5,000.00
2. 2" HMAC Overlay (Type "D") With Tack Coat	3,500	SY	\$12.50	\$43,750.00	\$11.50	\$40,250.00	\$13.00	\$45,500.00	\$14.85	\$51,975.00
3. Adjust Manholes	5	EA	\$500.00	\$2,500.00	\$1,200.00	\$6,000.00	\$550.00	\$2,750.00	\$350.00	\$1,750.00
Subtotal M. Flores Street				\$49,250.00		\$47,000.00		\$63,250.00		\$58,725.00
Total Base Bid (Items A - D)				\$192,155.00		\$199,960.00		\$214,240.00		\$222,640.00

CONSTRUCTION CONTRACT

This Agreement entered into this 6th day of January 2015 by and between Hidalgo County acting by and through Hidalgo County Urban County Program, hereinafter called the "OWNER", acting herein through its County Judge and 2GS, LLC (a limited liability company) (a partnership) (an individual) of Penitas State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

PROJECT NAME: City of Progreso – Paving Improvements
PROJECT No.: 5012/13-65-0311-5000-6500-UCP-ML
PROJECT DESCRIPTION: Paving Improvements

hereinafter called the project, for the sum of (\$192,155.00) One hundred ninety-two thousand one hundred fifty-five dollars and no cents and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by Javier Hinojosa Engineering and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within 45 consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of (\$500.00) Five hundred dollars and zero cents for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor", of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

Pedro Saenz, Member

Name of Firm: 2GS, LLC

Address: PO Box 595
Penitas, Texas 78576

Federal I.D./S.S.: 45-4338911

STATE OF TEXAS :

COUNTY OF HIDALGO :

This instrument was acknowledged before me on this the ____ day of _____, 2015,

by Pedro Saenz, Member of and on behalf of 2GS, LLC.
(name) (title) (a limited liability company) (a partnership) (an individual)

Notary Public - Signature

WITNESS:

URBAN COUNTY PROGRAM

Diana R. Serina
Urban County Director

APPROVED AS TO FORM
Atlas, Hall & Rodriguez
By: Stephen L. Crain
Date: July 12, 2012



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/15/2014

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(jes) 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	San Juan Insurance Agency, Inc DBA Valley Ins Providers OR Truckers Ins PO Drawer 3783 McAllen TX 78502	CONTACT NAME:	NORA RODRIGUEZ	
		PHONE (A/C No., Ext.):	(956) 781-6663	FAX (A/C No.):
		E-MAIL ADDRESS:	nrodriguez@vip-ins.net	
		INSURER(S) AFFORDING COVERAGE	NAIC #	
INSURED	2GS, LLC PO BOX 595 Penitas TX 78576-	INSURER A:	TECHNOLOGY INSURANCE COMPANY	
		INSURER B:	TEXAS MUTUAL INSURANCE COMPANY	
		INSURER C:		
		INSURER D:		
		INSURER E:		

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD DEDUCTIBLE \$2,000 <input checked="" type="checkbox"/> BI DEDUCTIBLE \$2,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		TPP105960700	02/21/2014	02/21/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X		TPP105960700	02/21/2014	02/21/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	X		TSF-0001234244	02/21/2014	02/21/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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
A	CONTRACTOR'S EQUIPMENT			TPP105960700	02/21/2014	02/21/2015	LEASED/RENTED 250,000 DEDUCTIBLE \$1000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 PROJECT NAME: CITY OF PROGRESO PAVING IMPORVEMENTS
 PROJECT NO: 5012/13-65-0311-5000-6500-UCP-ML

CERTIFICATE HOLDER	CANCELLATION
HIDALGO COUNTY-URBAN COUNTY PROGRAM 427 E. DURANTE AVE. SUITE 107 ALAMO, TX 78516-	AI 012326
	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 <i>J Young</i>

AI -47901

Urban County 13. B.

CC - REGULAR

Meeting Date: 01/06/2015

Submitted For: Olga Lerma,
URBAN COUNTY

Submitted By: Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The County of Hidalgo Urban County Program (UCP) is disclosing that Felicidad Garcia, who has applied for Owner-Occupied Rehabilitation housing assistance, is the mother of the Finance Clerk II, Rogelio Del Bosque.

BACKGROUND

As per 24 CFR 92.356(d)(1), the UCP must publicly disclose that Felicidad Garcia is related to the Urban County Program Finance Clerk II Rogelio Del Bosque. While applying under the Owner-Occupied Housing Program, Ms. Garcia advised the UCP Rehabilitation Assistant that she is related to Rogelio Del Bosque. In compliance with 24 CFR 92.356(d)(2), the UCP requested and received a legal opinion from Mr. Steven Crain, County Attorney. The legal opinion received stated that the approval of the application for Ms. Garcia, would not violate Texas state or local laws. As a result, the UCP must publicly disclose the above mentioned case before it can request an exception from the U.S. Department of Housing and Urban Development.

Fiscal Impact

Attachments

Affidavit Conflict of Interest

Affidavit F. Garcia

Conflict of Interest Letter

Letter Atlas & Hall- Mr. Crain

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/23/2014 11:58 AM
Purchasing Department	Monica Badillo	01/02/2015 05:14 PM

Form Started By: Olga Lerma
Final Approval Date: 01/02/2015

Started On: 12/22/2014 02:54 PM

Commitment of Interest Affidavit Countywide

Instructions: Please check below if you are related to any of the individuals listed.

County Officials:

- Ramon Garcia, Hidalgo County Judge
- Arturo Carlos Cuellar Jr., Commissioner - Pct. 1
- Hector "Tito" Palacios, Commissioner - Pct. 2
- Joe Flores, Commissioner - Pct. 3
- Joseph Palacios, Commissioner - Pct. 4
- _____, Pct. _____

Urban County Program Staff:

- Diana R. Serna, Director
 - Antonio Barco, Deputy Director
 - Steve De La Garza, Compliance Division Manager
- [X] Other: Roselia Del Bosque

Please check the appropriate box below. If you are related to any of the listed above, please state how the individual is related to you, if he/she is providing you with any assistance, and if he/she has any interest on your property.

I am not related to any of the listed elected officials or staff members.

I am related to the elected official or staff member so designated.

Felicidad Garcia 8-12-14
Signature Date

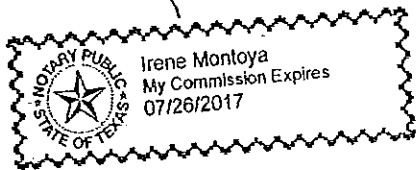
Signature Date

STATE OF TEXAS
COUNTY OF HIDALGO

Felicidad Garcia, personally appeared before me and declared that he/she signed this affidavit in the capacity designated, if any, and further states that he/she has read the above document and the statements therein contained are true.

Solely described and sworn before me this 12th Day of August, 2014

Notary Public, State of Texas



AFFIDAVIT

STATE OF TEXAS §

COUNTY OF HIDALGO §

I, Rogelio Del Bosque, certify that my mother, Felicidad Garcia, have applied for housing rehabilitation services with the County of Hidalgo Urban County Program (UCP), where I am employed as the Finance Clerk II. As such, I also certify that I have no interest in her property and will abstain from any participation in connection with this matter.

I understand that the UCP Owner-Occupied Rehabilitation Program is federally funded by the US Department of Housing and Urban Development. Furthermore, I certify, that all information provided to the UCP staff is true and correct and that any false information given may result in the termination of Ms. Felicidad Garcia Owner-Occupied Rehabilitation Contract including re-payment in full of the funds granted for the rehabilitation of the home at Tract 2, Garcia's Subdivision, Hidalgo County, Texas.

WARNING: SECTION 1001 OF TITLE 18, UNITED STATES CODE PROVIDES: "WHOEVER, IN ANY MATTER WITHIN THE JURISDICTION OF ANY DEPARTMENT OR AGENCY OF THE UNITED STATES KNOWINGLY AND WILLFULLY FALSIFIES, CONCEALS OR COVERS UP. A MATERIAL FACT, OR MAKES ANY FALSE, FICTITIOUS OR FRAUDULENT STATEMENTS OR REPRESENTATIONS, OR MAKES OR USES ANY FALSE WRITING OR DOCUMENT KNOWING THE SAME TO CONTAIN ANY FALSE, FICTITIOUS OR FRAUDULENT STATEMENT OR ENTRY, SHALL BE FINED NOT MORE THAN \$250,000 OR IMPRISONED NOT MORE THAN 5 YEARS, OR BOTH."

CERTIFICATION: I/We certify that the information provided to Urban County Program staff is true and correct and acknowledge my/our understanding that any intentional or negligent misrepresentation(s) of the information submitted to Urban County Program may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq. and liability for monetary damages to Urban County Program staff, its agents, successors and assigns, insurers and any other person who may suffer any loss due to reliance upon any misrepresentation which I/we have made on this agreement and Contract.

Rogelio Del Bosque
Rogelio Del Bosque

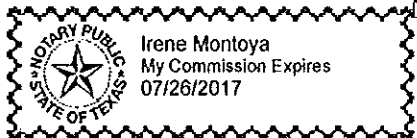
12/18/14
Date

This instrument was acknowledged before me on the 18th day of December, 2014 by Rogelio Del Bosque.

Irene Montoya
Notary Public, State of Texas

Irene Montoya
Notary's Name (Printed)

7-26-17
Notary's Commission Expires



3. Participating jurisdictions, contractors, subcontractors, and other participants must comply with regulations issued under these acts and with other Federal laws and regulations pertaining to labor standards and HUD Handbook 1344.1 (Federal Labor Standards Compliance in Housing and Community Development Programs), as applicable. Participating jurisdictions must require certification as to compliance with the provisions of this section before making any payment under such contract.
- b. *Volunteers.* The prevailing wage provisions of paragraph (a) of this section do not apply to an individual who receives no compensation or is paid expenses, reasonable benefits, or a nominal fee to perform the services for which the individual volunteered and who is not otherwise employed at any time in the construction work. See 24 CFR part 70.
- c. *Sweat equity.* The prevailing wage provisions of paragraph (a) of this section do not apply to members of an eligible family who provide labor in exchange for acquisition of a property for homeownership or provide labor in lieu of, or as a supplement to, rent payments.

§ 92.355 Lead-based paint

Housing assisted with HOME funds is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, M and R of this title.

[64 FR 50224, Sept. 15, 1999]

§ 92.356 Conflict of Interest

- a. *Applicability.* In the procurement of property and services by participating jurisdictions, State recipients, and subrecipients, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, apply. In all cases not governed by 24 CFR 85.36 and 24 CFR 84.42, the provisions of this section apply.
- b. *Conflicts prohibited.* No persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position to participate in a decisionmaking process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.
- c. *Persons covered.* The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the participating jurisdiction, State recipient, or subrecipient which are receiving HOME funds.
- d. *Exceptions: Threshold requirements.* Upon the written request of the participating jurisdiction, HUD may grant an exception to the provisions of paragraph (b) of this

section on a case-by-case basis when it determines that the exception will serve to further the purposes of the HOME Investment Partnerships Program and the effective and efficient administration of the participating jurisdiction's program or project. An exception may be considered only after the participating jurisdiction has provided the following:

1. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
 2. An opinion of the participating jurisdiction's or State recipient's attorney that the interest for which the exception is sought would not violate State or local law.
- e. *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the participating jurisdiction has satisfactorily met the requirements of paragraph (d) of this section, HUD will consider the cumulative effect of the following factors, where applicable:
1. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available;
 2. Whether the person affected is a member of a group or class of low-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
 3. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decisionmaking process with respect to the specific assisted activity in question;
 4. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (c) of this section;
 5. Whether undue hardship will result either to the participating jurisdiction or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
 6. Any other relevant considerations.
- f. *Owners and Developers.*
1. No owner, developer or sponsor of a project assisted with HOME funds (or officer, employee, agent or consultant of the owner, developer or sponsor) whether private, for profit or non-profit (including a community housing development organization (CHDO) when acting as an owner, developer or sponsor) may occupy a HOME-assisted affordable housing unit in a project. This provision does not apply to an individual who receives HOME funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or developer of a rental housing project who occupies a housing unit as the project manager or maintenance worker.

ATLAS, HALL & RODRIGUEZ, LLP

ATTORNEYS AT LAW

TRAVIS COUNTY OFFICE
7200 N. MOPAC EXPY., STE 430
AUSTIN, TEXAS 78731
TEL. (512) 583-0579
FAX (956) 574-9337

P.O. BOX 3725 (78502-3725)
818 W. PECAN BLVD. (78501-2418)
McALLEN, TEXAS
TEL. (956) 682-5501 FAX (956) 686-6109
ATLASHALL.COM

CAMERON COUNTY OFFICE
50 W. MORRISON RD., STE A
BROWNSVILLE, TEXAS 78520-7262
TEL. (956) 574-9333
FAX (956) 574-9337

scrain@atlashall.com
(956) 632-8221 Direct Line

December 11, 2014

Hidalgo County Urban County Program
Attn: Diana R. Serna, Director
427 E. Duranta Avenue, Ste. 107
Alamo, Texas 78516

Via Email
& United States Regular Mail

RE: Request by Hidalgo County's Urban County Program for Exception to Conflict of Interest Regulation, 24 C.F.R. § 92.356 re: Ms. Felicidad Garcia

Ladies and Gentlemen:

This opinion is being rendered pursuant to 24 C.F.R. § 92.356(d)(2) and at the request of the Hidalgo County Urban County Program ("UCP") relating to its request of the Department of Housing and Urban Development of the United States to grant UCP an exception to the provisions of paragraph (b) of 24 C.F.R. §570.611 for the application of Ms. Felicidad Garcia. According to the information UCP provided, Ms. Felicidad Garcia is applying for a HOME loan. UCP has stated that Ms. Felicidad Garcia's son is employed by UCP as a Finance Clerk II.

In connection with the foregoing we have reviewed the Chapter 171 of the Texas Local Government Code and Chapters 572 of the Texas Government Code, copies of the conflict of interest provisions of the HOME Program Conflict of Interest policy, and the Owner-Occupied Rehabilitation Program policy, have verified with Mr. Valde Guerra, Chief Executive Officer of Hidalgo County, that Hidalgo County has no conflict of interest policies other than Chapters 171 and 176 of the Texas Local Government Code (which the Hidalgo County Commissioners Court has not been extended to employees) and have examined written correspondence from UCP and such other instruments and documents which we have deemed necessary or advisable to examine for the purpose of this opinion. With respect to such examination, we have assumed that the statements of fact made by UCP in all such documents and instruments are true, accurate and complete.

Based on the foregoing, and having due regard for such legal considerations as we deem relevant, and subject to the limitations and assumptions set forth herein, including without limitation the matters set forth in the last two (2) paragraphs hereof, we are of the opinion that:

1. To the best of our knowledge, the approval of the application of Ms. Felicidad Garcia for a HOME loan would not violate Texas state or local laws.

In rendering the opinion, we have assumed (i) the due authorization, execution and delivery by all parties of all documents that we have examined, (ii) the genuineness of all signatures on conformed copies, (iv) the legal capacity of natural persons, (v) the conformity to authentic original documents of all documents submitted to us as copies, (vi) the enforceability of all documents against all parties thereto other than the County and (vi) the validating of all information furnished to us by UCP.

The opinions expressed herein are subject to the following limitations, qualifications, assumptions and exceptions.

We are furnishing this letter solely for your benefit at your request. This opinion is not to be used, circulated, quoted or otherwise referred to for any other purpose, nor is it to be relied upon by any other person or entity or by UCP in any other context without our express written consent.

This opinion is based on and is limited to the laws of the State of Texas, and the federal laws of the United States of America. Insofar as the foregoing opinion relates to matters of law other than the foregoing, no opinion is hereby given.

This opinion is as of the date hereof, and we undertake no obligation to supplement the opinions set forth herein as facts and circumstances come to our attention or changes in the law occur which could affect such opinions.

Very truly yours,

A handwritten signature in black ink that reads "Atlas Hall & Rodriguez LLP". The signature is written in a cursive, flowing style.

ATLAS, HALL & RODRIGUEZ, LLP

AI -47814

Urban County 13. C.

CC - REGULAR

Meeting Date: 01/06/2015

Submitted For: Olga Lerma,
URBAN COUNTY

Submitted By: Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program, on behalf of the City of Palmview, is requesting approval of a contract extension with Sanco General Contracting, Inc. for an additional One Hundred Twenty days (120) in order to amend a utility easement for the ongoing Abram Bridge Road project construction contract.

BACKGROUND

Sanco General Contracting Inc contract was approved by Commissioners' Court on July 22, 2014. Contract approval in the amount of \$111,038.00 was executed and Notice to Proceed was issued on August 18, 2014. If contract extension is approved the new expiration date would be January 31, 2015. There will be no financial increase to the contract. The contract expired on October 3, 2014.

Fiscal Impact

Attachments

City of Palmview/SANCO Change Order Extension

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/12/2014 01:43 PM
Purchasing Department	Monica Badillo	01/02/2015 05:14 PM
Form Started By: Olga Lerma		Started On: 12/12/2014 11:22 AM
Final Approval Date: 01/02/2015		

**HIDALGO COUNTY
URBAN COUNTY PROGRAM
UCP CONTRACT CHANGE ORDER REQUEST**

DEC -8 2014

OL

<p>CITY/PCT. City of Palmview 403 W. Veterans Blvd. Palmview, Texas 78572</p>	<p>DATE 12/04/2014</p> <p>CHANGE ORDER NO. 1</p>
<p>CONTRACTOR SANCO General Contracting, Inc. 4336 N. Schuerback Road Mission, Texas</p> <p>Phone #: (956) 583-2821</p>	<p>PROJECT/NAME/ACCT. NO. Palmview 2012 Street Improvements Abram Road Bridge Project</p> <p>Urban County Program Contract No. 5012-55-0311-5000-5500-UCP-GVG</p>
<p>You are hereby requested to comply with the following changes from the contract plans and specifications:</p>	

Final Quantitative Adjustments

Unit Prices

Quantitative Addition

X

Quantitative Deletion

Time Extension

Other

REASON:

Time Extension:

- **Rain Delays: 28 Days Requested**
- **Delays due to the on-going Amendment of an existing Utility Easement for joint use by the City of Palmview and the AGUA Special Utility District: 92 Days Requested**

Contract price prior to change order \$ 111,038.00

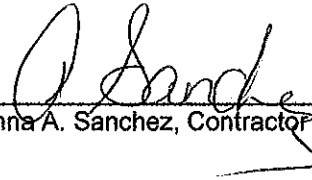
Net Increase/Decrease of this Change Order \$ 0.00

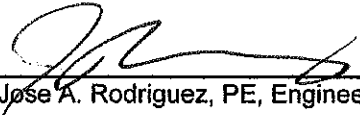
Contract Price with Change Order \$ 111,038.00

Increase/Decrease in time 120 (One-Hundred and Twenty) days.

**HIDALGO COUNTY
URBAN COUNTY PROGRAM
UCP CONTRACT CHANGE ORDER REQUEST**


Ramon Segovia, City Manager 12/9/14
DATE


Anna A. Sanchez, Contractor 12/8/14
DATE


Jose A. Rodriguez, PE, Engineer 12/08/2014
DATE

(FOR URBAN COUNTY PROGRAM USE ONLY)

Scope Increase

Quantitative Addition/Deletion

Scope Decrease

Final Quantitative Adjustment

L/M Beneficiary Change/Impact

Other

Environmental Impact

Approved

Disapproved

Title: UCP Director

Signature: _____

Date: _____



DEC -- 8 2014

DL

SAM Engineering and Surveying

Engineering Firm Reg # 10602 Surveying Firm Reg # 101416-00
200 South Cage Boulevard, Suite A, Pharr, Texas 78577 Phone: (956) 702-8880 Fax: (956) 702-8883

December 4, 2014

Antonio Barco
Deputy Director
Urban County Program
427 E. Duranta Ave., Suite 107
Alamo, TX 78516

Re: 2012 Street Improvements – Abram Road Bridge Project
Urban County Program – Hidalgo County
5012-55-0311-5000-5500-UCP-GVG

Mr. Barco,

The purpose of this letter is to provide our support of the contractor's request to extend their contract with the County for the above reference project beyond their expiration date of October 3rd, 2014. This contract's notice to proceed was issued on August 18th, 2014 and the total contract days stipulated in the contract was for 45 calendar days.

However, rainy weather prevented the contractor from performing their work in an expeditious manner, and as a result the contractor has requested 120 calendar days to add to their contract. If approved, the requested days will extend the contract expiration date to January 31st, 2015.

It's also important to note that design 28-day compressive strength for the bridge's new concrete railing was achieved on October 16th, 2014. This provided the contractor the clearance to proceed with the next task of installing the metal beam guard rail at each of the four ends of the concrete rails. The metal beam guard rails and most of the storm drain system were completed by October 24th, 2014, thus allowing the contractor to submit their letter of substantial completion on October 24th, 2014.

I sincerely thank you for your consideration of this request and I make myself available for further discussion at 956-702-8880 or my email at jose@samengineering-surveying.com.

Respectfully,

Jose A. Rodriguez, PE, SIT
SAMES, Inc.

Sanco

General Contracting, Inc.

October 24, 2014

Mr. Jose Rodriguez, PE, SIT
SAMES, Inc.
200 S. Cage Blvd.
Pharr, Texas 78577

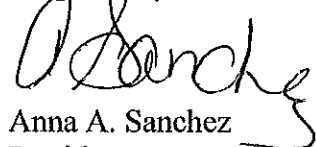
RE: City of Palmview - 2012 Street Improvements (Abram Road Bridge)

NOTICE OF SUBSTANTIAL COMPLETION

Dear Mr. Rodriguez:

We would like to inform you that as of October 24, 2014 Sanco General Contracting, Inc. has achieved substantial completion for the above mentioned project as per plans and specifications. If you should have any questions please feel free to contact me (956) 583-2821.

Respectfully,



Anna A. Sanchez
President

4536 N. Schuerbach Rd.
Mission, Texas 78574
956-583-2821



DEC - 8 2014

AL

SAM Engineering and Surveying

Engineering Firm Reg # 10602 Surveying Firm Reg # 101416-00
200 South Cage Boulevard, Suite A, Pharr, Texas 78577 Phone: (956) 702-8880 Fax: (956) 702-8883

December 5, 2014

Antonio Barco
Deputy Director
Urban County Program
427 E. Duranta Ave., Suite 107
Alamo, TX 78516

Re: 2012 Street Improvements – Abram Road Bridge Project
Urban County Program – Hidalgo County
5012-55-0311-5000-5500-UCP-GVG

Mr. Barco,

I would like to provide you an update on the status of this project and an explanation of why it is at this point and not already completed within the contract end date. As you may already be aware, the Abram Bridge Project is mostly complete (approx 95%) and the bridge has been opened for vehicular traffic by the contractor.

This project has been substantially complete since October 24th, 2014. The bridge's concrete railing and its metal beam guard rails have been installed with all concrete reaching the design compressive strength stipulated in the plans. Also, most of the storm drain has been installed except for the portion prior to tying in to the existing storm drain inlet located on US Bus. 83.

This last portion of storm drain is the reason why this project is on hold and has not been completed. The storm drain is proposed within an existing utility easement owned by the AGUA Special Utility District. Upon our request to share this utility easement, Mr. Frank Flores at AGUA SUD notified us that the easement was exclusive to the AGUA SUD and their facilities. However, Mr. Flores was considerate of our situation and explained that he is willing to present our request to his Board of Directors as long as the property owner agrees to have the City of Palmview share the easement with AGUA SUD. The City of Palmview together with SAMES, Inc. met with the property owner and he agreed to include storm sewer to the use of the easement. Therefore, the attorneys for the City of Palmview and the AGUA SUD are currently working together to get this matter legally resolved.

SAMES, Inc. has been working diligently with the city, contractor, AGUA SUD, and property owner to get this item resolved as noted above. As such we inadvertently did not communicate the status of the project with your office to ensure the proper continuation of this project. ✓



DEC - 8 2014

SAM Engineering and Surveying

Engineering Firm Reg # 10602 Surveying Firm Reg # 101416-00
200 South Cage Boulevard, Suite A, Pharr, Texas 78577 Phone: (956) 702-8880 Fax: (956) 702-8883

Mr. Barco
12-05-2014
Abram Bridge

We initially prepared and did not submit a change order for the addition of contact days to account for a longer construction timeline that would allow for concrete curing time of 28 days and the unusual amount of rainfall we have received. Additionally, once we were aware that TxDOT would not allow for the installation of the storm sewer system in the crowded right-of-way, we immediately started working and found a solution but again inadvertently did not communicate the need for a project stop to allow for this process to take place. We have now completed the coordination of all the moving parts and are close to getting this project complete.

With the aforementioned requirements and needed project changes we are now able to submit the following timeline for completion:

1. Anticipated Agua SUD Board approval of the new easement at the regularly scheduled meeting of December 15, 2014.
2. Anticipated owner approval and recording of new easement: December 22, 2014.
3. Anticipated contractor start of final phase: December 23, 2014.
4. Anticipated construction completion: January 2, 2015.
5. Anticipated final walkthrough and project close-out documentation: January 9, 2014.

Based on the stated information and our commitment to this project we respectfully request authorization to finalize this project for the City of Palmview and its citizens. This is a very important and needed thoroughfare and improvement.

Thank you for your continued support in this project. I am available to discuss this matter at 956-702-8880 or my email at saul@samengineering-surveying.com.

Respectfully,

Saul D. Maldonado, PE, SIT
Principal – SAMES, Inc.

AI -47910

Planning Department 14. A.

CC - REGULAR

Meeting Date: 01/06/2015

Submitted For: Raul Sestin, **Submitted By:** Nora Cavazos, PLANNING DEPT.
PLANNING
DEPT.

Department: PLANNING DEPT.

Information

CAPTION

1. Reimbursement of Financial Guarantee
 - a. Campbell Estates Subdivision – Pct. 1 (Alexander Campbell)
 - b. San Marcos Subdivision – Pct. 4 (Tres Lunas Development)

2. Discussion and possible action to authorize a revision of Mile 6 Acres Subdivision as per Texas Local Government Code 232.041

BACKGROUND

Fiscal Impact

Attachments

Campbell Estates; reimbursement

San Marcos; reimbursement

Final Order for Revision of Mile 6 Subdivision

Publishers Affidavit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/24/2014 08:22 AM
Glinda Pacheco	Glinda Pacheco	12/29/2014 09:44 AM
Purchasing Department	Monica Badillo	01/02/2015 05:14 PM
Form Started By: Nora Cavazos		Started On: 12/23/2014 04:05 PM
Final Approval Date: 01/02/2015		



Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office

1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office

301 E. State Street
Pharr, Texas 78577
Phone (956) 318-2840
Fax (956) 318-2844

Precinct No. 1 Substation

1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation

2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

TO: JUDGE RAMON GARCIA
COUNTY COMMISSIONER'S COURT

FROM: RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR

DATE: JANUARY 06, 2015

RE: CAMPBELL ESTATES SUBDIVISION – PCT. 1

ON JUNE 30, 2014, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH FINANCIAL GUARANTEE TO SECURE THE INSTALLATION OF FOUR (4) SEPTIC TANK SYSTEMS FOR THE ABOVE REFERENCED SUBDIVISION.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00). THIS REFLECTS THE INSTALLATION OF ONE (1) SEPTIC TANK SYSTEM. ATTACHED IS A LETTER FROM THE HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT ONE (1) OUT OF FOUR (4) SEPTIC TANK SYSTEMS HAVE BEEN INSTALLED AND CAN BE EXPECTED TO FUNCTION PROPERLY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR REIMBURSEMENT OF THE FINANCIAL GUARANTEE IN THE AMOUNT OF \$1,500.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	\$ 6,000.00
1 ST REIMBURSEMENT	<u>\$ 1,500.00</u>
 BALANCE	 \$ 4,500.00



**Hidalgo County
Planning
Department**

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office

1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
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2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

HIDALGO COUNTY PLANNING DEPARTMENT	
◦ UTILITY CERTIFICATE REVIEW FEE Acct # - 1100-341-30-210-003-0-000 Permit No. _____ TOTAL _____	Date <u>May 15</u> 20 <u>14</u> Received of: <u>Alexander Campbell III</u> \$ <u>6000.00</u> <u>Six thousand and no/100</u> Dollars Subdivision: <u>Campbell Estates</u> Cash _____ Check # <u>1309</u> M.O.# _____ Received by: <u>Flor J. Castillo</u>
◦ SUBDIVISION FEES Acct # - 1100-341-30-210-003-0-000 Filing/Review Fee _____ 2% Inspection Fee _____ Maps _____ Subd. Rules Book _____ Other _____ TOTAL _____	RECEIVED BY: <u>Flor J. Castillo</u> Precinct No. 2 & 4 RECEIPT Nº 70021 - 2/4 COUNTY AUDITOR'S FORM RE-PD-0001
◦ ESCROW Acct # - 1100-341-30-210-003-0-000 1/3 Paving _____ Septic Tank - <u>6000.00</u> Other _____ TOTAL <u>6000.00</u>	 THE STATE OF TEXAS COUNTY OF HIDALGO
White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy	

TXR # 03271520
 ALEXANDER CAMPBELL III
 LIC. 17515005
 P.O. BOX 2 956-464-5793
 DONNA, TX 78537
 956-464-9997
 956-784-0218
 88-2141-12
 1149
 0121034844
 DATE 5/4/14
 1309
 PAY TO THE ORDER OF Hidalgo County Planning Department \$6,000.00
six thousand 00/100 DOLLARS
 FIRST NATIONAL BANK
 CHECK VERIFICATION # 69360255
 CUSTOMER SERVICE # 66444534
 MEMO CAMPBELL ESTATES
 ⑆ 14921415⑆ 1309⑆ 0121034844⑆



Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office

1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
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Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049



HEALTH DEPARTMENT COUNTY OF HIDALGO

DECEMBER 22th, 2014

Hidalgo County Planning Department
Mr. Raul E. Sesin
1304 S. 25th St.
Edinburg, TX 78539

RE: CAMPBELL ESTATES SUBDIVISION

Dear Mr. Sesin:

According to our records, 1 of 4 lots in CAMPBELL ESTATES SUBDIVISION have a septic tank systems installed and can be expected to function properly, CAMPBELL ESTATES SUBDIVISION is located on Roosevelt Rd and Valverde Rd in Donna Tx.

Sincerely,

Ruben Hernandez
Environmental Health
Health Inspector II

1304 S. 25th Edinburg, TX 78539 (956) 383-6221 Fax (956) 383-8864



Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office

1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office

301 E. State Street
Pharr, Texas 78577
Phone (956) 318-2840
Fax (956) 318-2844

Precinct No. 1 Substation

1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation

2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

TO: JUDGE RAMON GARCIA
COUNTY COMMISSIONER'S COURT

FROM: RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR

DATE: JANUARY 06, 2015

RE: SAN MARCOS SUBDIVISION – PCT. 4

ON DECEMBER 16, 2014, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH FINANCIAL GUARANTEE TO SECURE THE INSTALLATION OF FIFTEEN (15) SEPTIC TANK SYSTEMS FOR THE ABOVE REFERENCED SUBDIVISION.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF TWENTY TWO THOUSAND FIVE HUNDRED DOLLARS (\$22,500.00). THIS REFLECTS THE INSTALLATION OF ALL SEPTIC TANK SYSTEMS. ATTACHED IS A LETTER FROM THE HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT FIFTEEN (15) SEPTIC TANKS HAVE BEEN INSTALLED AND CAN BE EXPECTED TO FUNCTION PROPERLY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR REIMBURSEMENT OF THE FINANCIAL GUARANTEE IN THE AMOUNT OF \$22,500.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	\$22,500.00
1 ST REIMBURSEMENT	<u>\$22,500.00</u>

BALANCE	\$ 0
---------	------



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HIDALGO COUNTY PLANNING DEPARTMENT	
◦ UTILITY CERTIFICATE REVIEW FEE Acct # - 1100-341-30-210-003-0-000 Permit No. _____ TOTAL _____	Date <u>Dec. 5</u> 20 <u>14</u> Received of: <u>Tres Lunas Development</u> \$ <u>22,500.00</u> <u>Twenty-two thousand five hundred + 00/100</u> Dollars Subdivision: <u>San Marcos</u> Cash _____ Check # <u>5019</u> M.O. # _____ Received by: <u>[Signature]</u>
◦ SUBDIVISION FEES Acct # - 1100-341-30-210-001-0-000 Filing / Review Fee _____ 2% Inspection Fee _____ Maps _____ Subd. Rules Book _____ Other _____ TOTAL _____	 Received by: _____ Precinct No. 1 RECEIPT <u>71085-2/4</u> COUNTY AUDITOR'S FORM RE-PD-0001
◦ ESCROW 1/3 Paving _____ Septic Tank - <u>15</u> <u>22,500.00</u> Acct # - 1100-211-00-000-018-0-000 Other _____ Acct # - 1100-211-00-000-026-0-000 TOTAL <u>22,500.00</u>	THE STATE OF TEXAS COUNTY OF HIDALGO White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy

TXDL# 1434449	5019
TRES LUNAS DEVELOPMENT LLC 3714 S EXPRESSWAY 281 EDINBURG, TX 78542 (956) 386-0726	CapitalOne 35-2491-1130 12/14/2014
PAY TO THE ORDER OF Hidalgo County	\$ **22,500.00
Twenty-Two Thousand Five Hundred and 00/100*****	DOLLARS
Hidalgo County	VOID AFTER 30 DAYS
MEMO <u>San Marcos</u>	<u>[Signature]</u> AUTHORIZED SIGNATURE
#005019# 01130249150153 78 27803#	



Hidalgo County Planning Department

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Fax (956) 205-7049



**HEALTH DEPARTMENT
COUNTY OF HIDALGO**

December 18, 2014

Hidalgo County Planning Department
Mr. Raul E. Sesin
1304 S. 25th St.
Edinburg, TX 78539

RE: SAN MARCOS SUBDIVISION

Dear Mr. Sesin:

According to our records, **15 of 15** lots in **SAN MARCOS SUBDIVISION** have septic tank systems installed and can be expected to function properly, **SAN MARCOS** is located North of Alberta Rd. approx 1 mile East of Tower Rd. Edinburg, Tx.

Sincerely,

Ruben Hernandez
Health Inspector II

1304 S. 25th Edinburg, TX 78539 (956) 383-6221 Fax (956) 383-8864

STATE OF TEXAS §
COUNTY OF HIDALGO §

ORDER AUTHORIZING REVISION OF MILE 6 ACRES

WHEREAS, the Commissioner Court of Hidalgo County, at a duly called and noticed meeting on January 6, 2015, and pursuant to Texas Local Government Code Section 232.041, after consideration of an application, voted to authorize a revision of Mile 6 Acres subdivision plat recorded in Document # 2239233 pages 1-3 of the map records of Hidalgo County. The requested revision consists of the deletion of the 15' utility easement running east and west between lots 5 and 6 (the "affected lots") of said plat.

WHEREAS, notice of the application for revision of the subdivision plat was published in a newspaper of Hidalgo County, The Monitor, as required by Texas Local Government Code Section 232.041.

WHEREAS, the owners of the affected lots desire a formal order permitting the revision of the subdivision plat for Mile 6 Acres;

THEREFORE, BE IT NOW ORDERED BY THE HIDALGO COUNTY COMMISSIONERS COURT that:

1. The action of the Commissioners Court taken on January 6, 2015, permitting the revision of the Mile 6 Acres subdivision plat deleting the 15' utility easement running east and west between lots 5 and 6, is ratified and confirmed; and
2. The owners of the affected lots are authorized to file an instrument of record in the Official Records of Hidalgo County, Texas, revising the subdivision plat for Mile 6 Acres as permitted herein.

This ORDER being adopted, the County Judge is authorized to sign the ORDER and the County Clerk is instructed to record the ORDER in the official minutes of the Commissioners Court.

ADOPTED, PASSED AND ORDERED this 6th day of January, 2015.

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

THE MONITOR

PUBLISHER'S AFFIDAVIT

State of Texas
County of Hidalgo

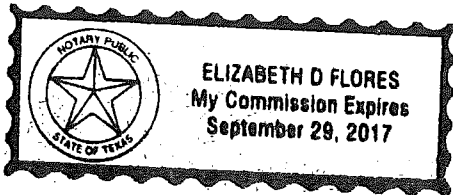
LORENA JIMENEZ being duly sworn on his/her oath states that he/she is a Sales Representative of THE MONITOR and that the attached notice appeared in the following issues:

December 8, 15, 22, 2014

Lorena Jimenez

Subscribed and sworn to before me this the 22nd day of December A.D. 2014

[Signature]
Notary Public, Hidalgo County



As per Section 232.041 of the Texas Local Government Code [Revision of Plat], the Commissioners' Court of Hidalgo County shall consider an application to revise the subdivision plat recorded as Mile 6 Acres recorded in Document # 2239233 pages 1-3 of the Map records of Hidalgo County. The proposed revision is to delete the 15' utility easement running east and west between lots 5 and 6 of said plat. Anyone interested in protesting the proposal may do so by voicing their concern at the regular meeting of Commissioners' Court on Tuesday, January 6th, 2015, 9:30 a.m. at 415 W. University Drive, Edinburg, Hidalgo County, Texas. You may contact T.J. Arredondo, Planning Supervisor at (956)318-2840 with any questions/comments or to request a copy of the said plat.

AI -47784

Precinct #3 15. A.

CC - REGULAR

Meeting Date: 01/06/2015

Submitted By: Norma Ceballos, COMM. PCT.
#3

Department: COMM. PCT. #3

Information

CAPTION

Discussion, consideration, acceptance and approval of Advance Funding Agreement (AFA) between Hidalgo County and Texas Department of Transportation for FM 494 (Shary Road) from FM 676 (Mile 5) to SH 107 project (CSJ # 0864-01-068) with authority for County Judge to sign all required documentation.

BACKGROUND

(2) Original Agreements will need to be signed by the County Judge.

Fiscal Impact

FISCAL YEAR: 2015

ACCT. #: 5-1303-431-00-123-105-0-841

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available through PO#702309.

Attachments

AFA - FM 494

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/11/2014 03:47 PM
Glinda Pacheco	Glinda Pacheco	01/02/2015 10:45 AM
Purchasing Department	Monica Badillo	01/02/2015 05:14 PM
Form Started By: Norma Ceballos		Started On: 12/11/2014 03:04 PM
Final Approval Date: 01/02/2015		

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 114125 authorizes the State to undertake and complete a highway improvement generally described as the widening of FM 494 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 **preliminary engineering (PE) for the widening of FM 494 to four lanes from FM 676 (Mile 5) to SH 107**, 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.** If the Local Government's financial responsibility is a specified percentage as reflected in Attachment A, Payment Provision and Work Responsibilities, and changed site conditions are discovered that result in the Local Government's funding being 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 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 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 the parties to this agreement. Should the Local Government fail to pay the additional funds, this agreement shall be mutually terminated in accordance with Article 11 – Termination.
- 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 cost to the department for a highway improvement project, 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. 11 th 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

**ATTACHMENT A
 PAYMENT PROVISION AND WORK RESPONSIBILITIES**

A. Scope of Work

The Local Government will perform the preliminary engineering for the widening of FM 494 to four lanes from FM 676 (Mile 5) to SH 107.

B. Payment Provision

The Local Government's participation will be limited to providing the preliminary engineering. The State will be responsible for the direct state costs of the preliminary engineering and the 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)	\$ 728,425	0%	\$ 0	0%	\$ 0	100%	\$ 728,425
Subtotal	\$ 728,425		\$ 0		\$ 0		\$ 728,425
Preliminary Engineering Direct State Costs (7%)	\$ 50,990	0%	\$ 0	100%	\$ 50,990	0%	\$ 0
Indirect State Costs (7.27%)	\$ 52,956	0%	\$ 0	100%	\$ 52,956	0%	\$ 0
Subtotal	\$ 103,946		\$ 0		\$ 103,946		\$ 0
TOTAL	\$ 832,371		\$ 0		\$ 103,946		\$ 728,425

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.

AI -47923

Precinct #4 16. A.

CC - REGULAR

Meeting Date: 01/06/2015

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Authorization and approval of name change as recommended by LRGVDC 911.
Proposed name: Starray S.R.

BACKGROUND

Fiscal Impact

Attachments

EMAIL

email

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/02/2015 09:57 AM
Purchasing Department	Monica Badillo	01/02/2015 05:14 PM
Form Started By: Monica Badillo		Started On: 12/30/2014 02:48 PM
Final Approval Date: 01/02/2015		

Zimbra**monica.badillo@co.hidalgo.tx.us**

New Agenda Item

From : Jesus Ozuna <jesus.ozuna@co.hidalgo.tx.us>

Tue, Dec 30, 2014 02:17 PM

Subject : New Agenda Item 1 attachment**To :** Monica Badillo <monica.badillo@co.hidalgo.tx.us>

Good Afternoon Monica,

I need the following agenda item to be created for the next CC agenda.

Authorization and approval of name change as recommended by LRGVDC 911. Proposed name: Starray S.R.

Let me know if you need any additional information. I will be providing you with the email from 911 as it comes in to my office.

Thank you,

Jesse Ozuna

Hidalgo County Pct. 4

956.383.3112 (o)

956.648.3493 (c)

jesse.ozuna@co.hidalgo.tx.us



CONFIDENTIALITY NOTICE: This e-mail message, including all attachments, is for the sole use of the intended recipient(s) and may contain confidential information. Any unauthorized review, use, disclosure, alteration or distribution is strictly prohibited. If you are not the intended recipient, please contact the sender by reply e-mail, delete this email and destroy all copies of the message.



pct 4.png
10 KB

Zimbra**jesus.ozuna@co.hidalgo.tx.us**

RE: Starray SR

From : Raul Madero <rtmadero@sbcglobal.net> Tue, Dec 30, 2014 02:34 PM
Subject : RE: Starray SR 1 attachment
To : 'Jesus Ozuna' <jesus.ozuna@co.hidalgo.tx.us>

Our research has not shown that Starray SR does not conflict or duplicate with any other road with the same name and is therefore acceptable for 9-1-1 use.

Raul Madero, Planner II
LRGVDC 9-1-1
1912 Joe Stephens Ave Ste A
Weslaco, TX 78596
956-682-3481

From: Jesus Ozuna [mailto:jesus.ozuna@co.hidalgo.tx.us]
Sent: Tuesday, December 30, 2014 2:17 PM
To: Raul Madero
Subject: Starray SR

Good Afternoon Raul,

Can you please send me an email stating that Starray SR is available and acceptable by 911?

Thank you,

Jesse Ozuna

Hidalgo County Pct. 4
956.383.3112 (o)
956.648.3493 (c)
jesse.ozuna@co.hidalgo.tx.us

AI -47850

Precinct #4 16. B.

CC - REGULAR

Meeting Date: 01/06/2015

Submitted For: Joseph Palacios, COMM. PCT. #4

Submitted By: Veronica Lopez, COMM. PCT. #4

Department: COMM. PCT. #4

Information

CAPTION

1. Approval of Certification of Revenues as certified by the County Auditor for the 10th Street (SH 107 - FM 1925) project.
2. Approval of 2014 appropriation of funds in the amount of \$600,000.00 for the 10th Street (SH 107 - FM 1925) project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #:

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$600,000.00

4-1100-227-30-000-021-0-000

From Interlocal:

Whereas, the City desires to cooperate by contributing a fixed lump sum amount of \$600,000 to the County toward the completion of the project; and

Attachments

Interlocal
check

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/30/2014 11:19 AM
Manuel Chapa	Manuel Chapa	01/02/2015 04:58 PM
Purchasing Department	Monica Badillo	01/02/2015 05:14 PM
Form Started By: Veronica Lopez		Started On: 12/16/2014 02:52 PM

Final Approval Date: 01/02/2015

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

AMENDMENT AND RESTATEMENT OF THAT CERTAIN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO AND CITY OF EDINBURG, TEXAS CONCERNING CERTAIN IMPROVEMENTS TO 10TH STREET EXTENSION FROM SH 107 TO FM 1925 (MONTE CRISTO)

THIS agreement is made on this the 04th day of Dec., 2012 by and between the CITY OF EDINBURG, TEXAS, hereinafter referred to as the "CITY" and the COUNTY OF HIDALGO, Texas hereinafter referred to as "COUNTY", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, the City is a home rule municipality located in Hidalgo County, Texas;

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

WHEREAS, on or about May 17, 2005, the City of Edinburg ("City") and Hidalgo County (the "County") entered into an Interlocal Cooperation Agreement (the "Agreement") regarding certain road improvements to 10th Street Extension from SH 107, north to FM 1925 (the "Road"), a section which is in part within the city limits of City and in part within County jurisdiction; and

WHEREAS, on or about August 14, 2007 the Agreement was amended to increase the time frame for completion of the Agreement;

WHEREAS, the Hidalgo County Metropolitan Planning Organization (HCMPO) has identified this project as a high priority corridor and has assigned Federal funds toward its completion; and

WHEREAS, the County has been designated by TxDOT an eligible entity to receive reimbursements for work related to the Road within the county and city limits; and

WHEREAS, the County desires to fully implement the improvements required to complete the Road which will include engineering, environmental, acquisition of certain Right-of-Way (ROW), construction & inspection; and

WHEREAS, the City desires to cooperate by contributing a fixed lump sum amount of \$600,000.00 to the County toward the completion of the project; and

WHEREAS, the County and City are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et.

Seq. which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act; and

WHEREAS, the County and City agree it is essential to connect two major arterials such as SH 107 and FM 1925 with another major arterial such as 10th Street extension; and

WHEREAS, the City has requested the County provide all of the services required to negotiate the acquisition of right of way in the name of the County for the Project; and

WHEREAS, the City agrees to support the proposition that the County assume the role as project sponsor to develop all aspects of the Road project within the city limits.

NOW, THEREFORE, County and City, in consideration of the mutual covenants expressed hereinafter, agree to amend and restate the Original Agreement in its entirety and the Original Agreement is superseded by the terms of the restated agreement as follows:

1. The County agrees to develop all aspects of project, including engineering, environmental, construction, inspection, testing and the acquisition of right-of-way for the Road within the city limits of the City, including but not limited to, compensable utilities and utility relocation required, title reports, title policies, appraisals, recording fees, closing costs, and cost of land and condemnation.
2. The Road at various points, passes through the jurisdiction of City and County and forms a connecting link or integral part of the County road system.
3. The City agrees to contribute a fixed lump sum amount of \$600,000.00 to the County toward the completion of the project.
4. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.
5. Conflict of Applicable Law: Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of the Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

6. **No Waiver:** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
7. **Entire Agreement:** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agreement or representative) and representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the City and County, and not otherwise.
8. **TEXAS LAW TO APPLY: THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.**
9. **Notice:** Except as maybe otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to City: City of Edinburg
Attention: Richard H. Garcia, Mayor
415 W. University Dr.
Edinburg, Texas 78541

If to County: Hidalgo County, Texas
Attention: Ramon Garcia, Hidalgo County Judge
P. O. Box 758
Edinburg, Texas 78540-0758

With copy to: Joseph Palacios, Commissioner, Precinct No. 4
1051 N. Doolittle Rd.
Edinburg, Texas 78542

11. Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally

delivered to the addressee, or, if mailed, at such time as it is deposited in the United States mail.

12. **Additional Documents:** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this agreement.
13. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
14. **Assignment:** This Agreement shall not be assignable.
15. **Headings.** The headings and captions contained in this Agreement are solely for the convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
16. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and as often as may be appropriate.
17. **Authority to Execute.** The execution and performance of this Agreement by the City and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the City and County in accordance with its terms.
18. **Governmental Purpose.** Each party hereto is entering into the agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
19. **Commitment or Current Revenues Only.** In the event that during any term hereof; the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903

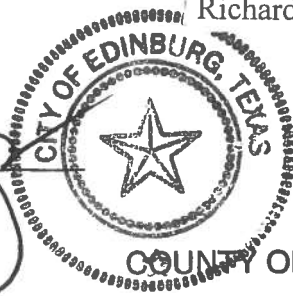
WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

CITY OF EDINBURG

By: [Signature]
Richard H. Garcia, Mayor

ATTEST:

[Signature]
City Secretary



By: [Signature]
Ramon Garcia, County Judge

ATTEST:

[Signature]
County Clerk

APPROVED BY
COMMISSIONER'S COURT
ON: 12/4/12

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: [Signature]
Stephen L. Crain

APPROVED AS TO FORM:

Gonzalez Palacios LLP

Attorneys at Law

[Signature]
City Attorney

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**APPROVAL OF THE
AMENDMENT AND RESTATEMENT OF THAT CERTAIN INTERLOCAL
COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO AND
CITY OF EDINBURG, TEXAS CONCERNING CERTAIN IMPROVEMENTS TO
10TH STREET EXTENSION FROM SH 107 TO FM 1925 (MONTE CRISTO)
PROJECT**

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project regarding certain road improvements to 10th Street Extension from SH 107, North to FM 1925 (the "Road"), a section which is in part within the extra territorial jurisdiction of City and in part within County jurisdiction through an Interlocal Cooperation Agreement to be entered into with the City of Edinburg, Texas, and Hidalgo County.

By vote on Dec. 04, 2012, the Hidalgo County Commissioners Court has approved the Project identified above.

Ramon Garcia
By: Ramon Garcia, County Judge

ATTEST: Arturo Guajardo Jr.
Arturo Guajardo, County Clerk

APPROVED BY
COMMISSIONERS COURT
ON: 12/4/12

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

By: Stephen L. Crain
Stephen L. Crain

COUNTY *of* HIDALGO

JOSEPH PALACIOS
1051 N. DOOLITTLE RD.
EDINBURG, TEXAS 78542
OFFICE: (956) 383-3312
FAX: (956) 381-5905



COUNTY COMMISSIONER, PCT. NO. 4

December 4, 2014

Ramiro Garza, City Manager
City of Edinburg
415 W. University Drive
Edinburg, TX 78541

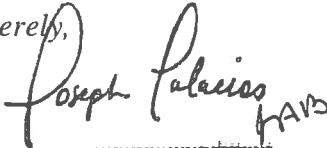
Re: 10th Street
From SH 107, north to FM 1925

Mr. Garza,

Pursuant to the Amended and Restated Interlocal Cooperation Agreement executed on December 4, 2014 between the City of Edinburg (City) and the County of Hidalgo, I am respectfully requesting payment in the amount of \$600,000.00 for the City's participation on the above mentioned project. Enclosed are copies of the executed Interlocal Agreement(s) for this project.

If you could please provide Hidalgo County with a prompt response regarding how this issue will be resolved, we would greatly appreciate it.

Thank you for your time and consideration regarding this matter. If you have any questions please contact Marcos Lopez at 956-383-3112.

Sincerely,


Joseph Palacios
Hidalgo County Commissioner, Pct. #4

Attachment

C O U N T Y *of* **H I D A L G O**

JOSEPH PALACIOS
1051 N. DOOLITTLE RD.
EDINBURG, TEXAS 78542
OFFICE: (956) 383-3312
FAX: (956) 381-5905



COUNTY COMMISSIONER, PCT. NO. 4

July 17, 2014

Ramiro Garza, City Manager
City of Edinburg
415 W. University Drive
Edinburg, TX 78541

Re: 10th Street
From SH 107, north to FM 1925

Mr. Garza,

Pursuant to the Amended and Restated Interlocal Cooperation Agreement executed on December 4, 2011 between the City of Edinburg (City) and the County of Hidalgo, I am respectfully requesting payment in the amount of \$600,000.00 for the City's participation on the above mentioned project. Enclosed are copies of the executed Interlocal Agreement(s) for this project.

If you could please provide Hidalgo County with a prompt response regarding how this issue will be resolved, we would greatly appreciate it.

Thank you for your time and consideration regarding this matter. If you have any questions please contact Marcos Lopez at 956-383-3112.

Sincerely,

A handwritten signature in cursive script that reads "Joseph Palacios".

Joseph Palacios
Hidalgo County Commissioner, Pct. #4

Attachment

(THE CITY OF) EDINBURG

October 2, 2013

Honorable Commissioner, Joseph Palacios
Hidalgo County Precinct No. 4
1102 N. Doolittle Rd.
Edinburg, Texas 78541

RE: AMENDMENT AND RESTATEMENT OF THEAT CERTAIN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDLAGO AND CITY OF EDINBURG, TEXAS CONCERING CERTAIN IMPROVEMENTS TO 10TH STREET EXTENSION FORM SH 107 TO FM 1925 (MONTE CRISTO).

Commissioner Palacios,

On behalf of the City of Edinburg, we would like to thank you in advance for your assistance and continuous support that you have provided us on all issues within Edinburg. In regards to the current Inter-local Agreement stated above dated December 4, 2012 the City of Edinburg is still in agreement will all the terms outlined in the Inter-local Agreement and that the said Agreement would supersede the past Inter-Local Agreements dated May 17, 2005 and Amended Agreement dated August 14, 2007 for this project. The Current Inter-Local Agreement is requesting \$600,000.00 that would cover any past debts from the past Inter-local agreements in the amount of \$62,417.54 and provide additional funds for the project as outlined in the existing Inter-Local Agreement dated December 4, 2012.

If you have any questions or comments regarding the requested information, please contact me at (956) 388-8207.

Respectfully,



Ramiro Garza Jr.
City Manager

cc: Ponciano N. Longoria, Director of Public Works



415 W. University Drive • P.O. Box 1079 • Edinburg, Texas 78540
Phone (956) 388-8204 • Fax (956) 383-7111



VENDOR NO. 27940

CHECK DATE 12/12/2014 CK. NO. 70347

INVOICE NO.	INVOICE DATE	DESCRIPTION	INVOICE AMOUNT	DISCOUNT	NET AMOUNT
RESTATED AGREEMENT	12/11/14	10TH ST-107 N-FM 1	600000.00	0.00	600000.00
HIDALGO COUNTY CLERK			600000.00	0.00	600000.00

CHECK IS VOID IF ANY OF THE FOLLOWING SECURITY FEATURES ARE ABSENT: ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER



FINANCE DEPARTMENT
P.O. BOX 1079
EDINBURG, TEXAS 78540

CHECK DATE	CHECK NO.
12/12/2014	70347

Lone Star National Bank
Edinburg, Texas

AMOUNT
\$600,000.00

PAY SIX HUNDRED THOUSAND DOLLARS AND 00 CENTS

TO THE ORDER OF
HIDALGO COUNTY CLERK
ARTURO GUAJARDO JR
P O BOX 58
EDINBURG, TX 78540



Ramiro Aguirre City Manager
AUTHORIZED SIGNATURE

Ascension Alvarez Director of Finance
AUTHORIZED SIGNATURE

RUB RED IMAGE - DISAPPEARS WITH HEAT

SECURITY FEATURES INCLUDED, DETAILS ON BACK

SEE BACK FOR ARTIFICIAL WATERMARK

⑈070347⑈ ⑆114911687⑆ ⑈71017984⑈

AI -47915

Budget and Management 17. A.

CC - REGULAR

Meeting Date: 01/06/2015

Submitted By: Rosie Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

139th DC (1100):

Approval of correction/clarification to agenda item 9A (AI-41236) approved on 10/22/2013. The decrease in supplemental pay was for removal of DWI Court Grant Supplemental Pay only and not the Supplemental Pay for Presiding Judge duties as outlined below:

Dept.	Slot #	Employee #	Position Title	Previous Allowances (prior to 10/22/2013)		Proposed Allowances (10/23/2013 to present)	
				DWI Court	Presiding Judge	DWI Court	Presiding Judge
139th DC	0002	020524	Court Coordinator	\$4,895.00	\$1,500.00	-	\$1,500.00
139th DC	0004	088439	Assistant Court Coordinator	\$4,895.00	\$1,500.00	-	\$1,500.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015

ACCT. #: 5-1100-412-00-003-001-0-117

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

BUDGETARY IMPACT:

Allowance will be paid from the 139TH DC supplemental pay account (5-1100-412-00-003-001-0-117). An emergency transfer from County Wide Admin Contingency to the 139th DC Supplemental Pay account (5-1100-412-00-003-001-0-117) will be submitted pending CC approval.

Attachments

AI 42125 caption

AI 41236 caption

AI 36612 Caption

Form Review

Inbox

Rosalinda Cantu (Originator)
Budget & Management
Purchasing Department
Form Started By: Rosie Cantu
Final Approval Date: 01/02/2015

Reviewed By

Rosie Cantu
Debbie Tamez
Monica Badillo

Date

12/30/2014 06:19 PM
01/02/2015 09:36 AM
01/02/2015 05:14 PM
Started On: 12/29/2014 04:57 PM

AI -42125**Budget and Management 21. C.****CC REGULAR****Meeting Date:** 12/20/2013**Submitted For:** Sergio Cruz**Submitted By:** Obdett Calzada, BUDGET &
MANAGEMENT**Department:** BUDGET & MANAGEMENT**Information****CAPTION**

Discussion, consideration and approval of all personnel actions approved after September 24, 2013 (2014 Budget Adoption date) as listed below, to be effective 01/01/2014:

1. Sheriff's Office (1100): Approval to delete/add clothing allowance as previously approved by CC on 10/26/2013 and 11/26/2013:

Action	Slot No.	Position Title	Budgeted Allowance Amount
DELETE	0058	DEPUTY SHERIFF	\$500.00
DELETE	0079	DEPUTY SHERIFF	\$500.00
DELETE	0082	(SR) DEPUTY SHERIFF (STEP IV)	\$500.00
DELETE	0121	(SR) DEPUTY SHERIFF (STEP II)	\$500.00
ADD	0023	SERGEANT (STEP II)	\$500.00
ADD	0064	DEPUTY SHERIFF (STEP II)	\$500.00
ADD	0188	DEPUTY SHERIFF (STEP II)	\$500.00
DELETE	0122	DEPUTY SHERIFF	\$500.00
DELETE	0166	DEPUTY SHERIFF (STEP II)	\$500.00
ADD	0162	(SR) DEPUTY SHERIFF (STEP III)	\$500.00
ADD	0193	DEPUTY SHERIFF (STEP II)	\$500.00

2. Crim DA (1100): Approval to remove/authorize auto allowance as previously approved by CC 10/15/2013:

Action	Slot No.	Position Title	Budgeted Allowance Amount
REMOVE	0053	CRIMINAL INVESTIGATOR I	\$3,600.00
AUTHORIZE	0034	CRIMINAL INVESTIGATOR III	\$3,600.00

3. 206th District Court (1100): Approval to increase interpreter pay allowance to one (1) Assistant Court Coordinator position, (Slot #003), in the amount of \$3,000.00, as previously approved by CC on 11/12/2013.

4. DWI Court Grant (1297): Approval to authorize the decrease/ removal of supplemental pay allowance for the following employees, as previously approved by CC on 10/22/2013:

Action	Dept	Slot No.	Emp No.	Position Title	Current Allowance Amt	Proposed Allowance Amt
DECREASE	CRIM DA (1100)	0026	127531	ASSISTANT D.A. IV	\$9,910.00	\$9,837.00
REMOVE	139TH DC (1100)	0002	020524	COURT COORDINATOR	\$6,395.00	-0-
REMOVE	139TH DC (1100)	0004	088439	ASSISTANT COURT COORD.	\$6,395.00	-0-

5. Approval of revised salary schedules.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: See Below

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Sheriff's Office: NO BUDGETARY IMPACT 4-1100-421-00-280-001-0-XXX

Crim DA: NO BUDGETARY IMPACT 4-1100-412-00-080-002-0-118

206th DC: NO BUDGETARY IMPACT 4-1100-412-00-004-001-0-116 FUNDS AVAILABLE WITHIN CORRESPONDING OBJ CODES

DWI COURT: PAYMENT OF SUPPLEMENTAL PAY ALLOWANCE AND RELATED FRINGE BENEFITS TO BE PAID FROM THE CRIM DA ACCT 4-1100-412-00-080-002-0-XXX; EXPENDITURES ARE ON A REIMBURSEMENT BASIS AND WILL BE RECLASSIFIED TO GRANT ONCE REIMBURSEMENT IS RECEIVED. 4-1289-334-10-320-032-4-000 DWI REVENUES

GRANT PERIOD 9/01/2013 TO 8/31/2014

Attachments

CRIM DA FISCAL NOTE

206TH DC FISCAL NOTE

DWI FISCAL NOTE

SALARY SCHEDULES

FISCAL NOTE- SHERIFF

Form Review

Inbox

Obdett Calzada (Originator)

Rosalinda Cantu

Budget & Management

Purchasing Department

Form Started By: Obdett Calzada

Final Approval Date: 12/17/2013

Reviewed By

Obdett Calzada

Rosie Cantu

Obdett Calzada

Monica Badillo

Date

12/16/2013 02:20 PM

12/16/2013 07:36 PM

12/17/2013 08:35 AM

12/17/2013 09:12 AM

Started On: 12/05/2013 02:59 PM

AI -41236

Adult Probation 9. A.

CC REGULAR

Meeting Date: 10/22/2013

Submitted By: Rosie Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

DWI Court Grant (1297):

1. Approval of certification of revenue as certified by the County Auditor for the DWI Court grant.
2. Approval of appropriation of funds in the amount of \$142,819.20.
3. Approval to authorize the decrease/ removal of supplemental pay allowance for the following employees:

Action	Dept	Slot #	Emp #	Position Title	Current Allow. Amount	Proposed Allow. Amount
Decrease	Crim. DA (1100)	0026	127531	Assistant D.A. IV	\$9,910.00	\$9,837.00
Remove	139th DC (1100)	0002	020524	Court Coordinator	\$6,395.00	-0-
Remove	139th DC (1100)	0004	088439	Assistant Court Coord.	\$6,395.00	-0-

4. Approval of salary schedule.

BACKGROUND

Authorizations are as follows for the DWI Court grant:

Action	CC Meeting Date	Agenda Item
Approval to apply	02/05/13	AI- 36557/ 12.A
resolution establishing the DWI Court	10/07/13	AI- 40860/ 11.A
Acceptance of grant	10/07/13	AI- 40860/ 11.A

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1289-423-00-320-032-4-XXX

FUNDS AVAILABLE Y/N?: YES MATCHING FUNDS Y/N?: NO

BUDGETARY IMPACT:

PAYMENT OF SUPPLEMENTAL PAY ALLOWANCE AND RELATED FRINGE BENEFITS TO BE PAID FROM THE CRIM DA ACCOUNT # 3-1100-412-00-080-002-0-XXX; EXPENDITURES ARE ON A REIMBURSEMENT BASIS AND WILL BE RECLASSIFIED TO GRANT ONCE REIMBURSEMENT IS RECEIVED.

3-1289-334-10-320-032-4-000 DWI REVENUES

GRANT FISCAL YEAR: 2014

COUNTY CALENDAR/FISCAL YEAR: 2013

GRANT PERIOD 09/01/13 TO 08/31/14

Attachments

DWI grant categorical budget

grand award

Fiscal Note

PAR Forms

revised

Salary Schedule

Form Review

Inbox

Rosalinda Cantu (Originator)
Budget & Management
Purchasing Department
Form Started By: Rosie Cantu
Final Approval Date: 10/18/2013

Reviewed By

Rosie Cantu
Obdett Calzada
Monica Badillo

Date

10/18/2013 11:41 AM
10/18/2013 01:28 PM
10/18/2013 04:52 PM
Started On: 10/15/2013

AI -36612**Budget and Management 17. B. 2.****CC REGULAR****Meeting Date:** 01/29/2013**Submitted For:** 139th DC Judge**Submitted By:** Sylvia Solis, BUDGET & MANAGEMENT**Department:** BUDGET & MANAGEMENT**Information****CAPTION**

93rd DC & 139th DC (1100):

a. Approval to transfer supplemental pay in the amount of \$3,000.00 from the 93rd DC to 139th DC for the transfer of administrative duties, as listed below, effective 01/01/2013:

Dept.	Slot No.	Position Title	Current Supplemental amount	Proposed Supplemental amount	Difference
93rd DC	0002	Court Coordinator	\$3,000.00	\$0.00	(\$3,000.00)
139th DC	0002	Court Coordinator	\$4,895.00	\$6,395.00	\$1,500.00
139th DC	0004	Assistant Court Coordinator	\$4,895.00	\$6,395.00	\$1,500.00

b. Approval of interdepartmental transfer.

c. Approval of revised salary schedules.

BACKGROUND

Judge Rodolfo Delgado, 93rd District Court Judge was initially designated as the Presiding Administrative Judge for the Board of Judges. On December 2012 Judge Bobby Flores, 139th District Court Judge, was selected to be the presiding Administrative Judge for calendar year 2013. Therefore, the supplemental pay allowance must be transferred from the 93rd DC to the 139th DC.

At the request of the new presiding Judge Bobby Flores, 139th DC Judge, the supplemental pay will be distributed between the Court Coordinator (slot 0002) and the Assistant Court Coordinator (slot 0004) in the amount of \$1,500.00/ each. However, these employees currently earn supplemental pay from the DWI Court grant in the amount of \$4,895.00/each. Therefore, applying this allowance requested will increase the total supplemental pay allowance for these employees to \$6,395.00/each.

Fiscal Impact**FISCAL YEAR:** 2013**ACCT. #:** 3-1100-412-00-00X-001-0-XXX**FUNDS AVAILABLE Y/N?:** Y**MATCHING FUNDS Y/N?:** N**BUDGETARY IMPACT:**

Funds for the transfer of supplemental pay allowance from the 93rd DC to the 139th DC in the prorated amount of \$2,770.11 and related fringe benefit expenditures for slots 002 & 004, available as of 01/25/13. Pending approval of interdepartmental transfer.

Additional funds in the total amount of \$272.46 (includes allowance and fringes) will be transferred at a later day, upon collection of funds from the employee currently being paid.

Attachments

Fiscal Note

Revised salary schedules

PARs

Revised Interdept. transfer

PAR

Form Review

Inbox	Reviewed By	Date
Sylvia Solis (Originator)	Sylvia Solis	01/25/2013 04:32 PM
Budget & Management	Obdett Calzada	01/25/2013 04:42 PM
Purchasing Department	Angela Garcia	01/25/2013 04:46 PM
Form Started By: Sylvia Solis		Started On: 01/24/2013
Final Approval Date: 01/25/2013		

AI -47928

Budget and Management 17. B.

CC - REGULAR

Meeting Date: 01/06/2015

Submitted By: Rosie Cantu,
BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

139th DC / 92nd DC (1100):

1. Approval to transfer supplemental pay in the amount of \$1,500.00 from the 139th DC to the 92nd DC for the transfer of administrative duties, as listed below, effective 01/01/2015:

Dept.	Slot #	Employee #	Position Title	Current Supplemental amount	Proposed Supplemental amount	Variance
92nd DC	0002	088439	Court Coordinator	\$0.00	\$1,500.00	\$1,500.00
139th DC	0004	088439	Assistant Court Coordinator	\$1,500.00	(\$1,500.00)	-0-

- 2. Approval of interdepartmental transfer.
- 3. Approval of revised salary schedules.

BACKGROUND

At the request of the presiding Judge Bobby Flores, 139th DC Judge, the supplemental pay will be distributed between the Court Coordinator (slot 0002) in the 92nd DC and the Court Coordinator (slot 0002) in the 139th DC in the amount of \$1,500.00 each.

Fiscal Impact

Attachments

- 1
- 2
- 3

Form Review

Inbox

Rosalinda Cantu (Originator)
Purchasing Department
Form Started By: Rosie Cantu
Final Approval Date: 01/02/2015

Reviewed By

Rosie Cantu
Monica Badillo

Date

01/02/2015 05:08 PM
01/02/2015 05:14 PM
Started On: 12/30/2014 06:20 PM

DATE: January 5, 2015

DEPARTMENT HEAD: Sergio Cruz

2015

DEPARTMENT NAME: Dept. of Budget & Mgmt the 92ND DC/ 139TH DC

ACCOUNT NUMBER: 5-1100-412-00-00X-001-0-XXX

CONTACT PERSON: Rosie Cantu PHONE: (956) 292-7025 Ext. 5408



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		
5-1100-412-00-003-001-0- 113	139TH DC- SUPPLEMENTAL PAY	(1,500.00)
5-1100-412-00-003-001-0- 220	139TH DC- FICA	(114.75)
5-1100-412-00-003-001-0- 230	139TH DC- RETIREMENT	(159.45)
5-1100-412-00-003-001-0- 250	139TH DC- UNEMPLOYMENT COMP	(9.00)
5-1100-412-00-003-001-0- 260	139TH DC- WORKERS COMP	(3.15)
TO		
5-1100-412-00-001-001-0- 113	92ND DC- SUPPLEMENTAL PAY	1,500.00
5-1100-412-00-001-001-0- 220	92ND DC- FICA	114.75
5-1100-412-00-001-001-0- 230	92ND DC- RETIREMENT	159.45
5-1100-412-00-001-001-0- 250	92ND DC- UNEMPLOYMENT COMP	9.00
5-1100-412-00-001-001-0- 260	92ND DC- WORKERS COMP	3.15
TOTAL BUDGET INCREASE (DECREASE)		(0.00)

REASON: **To cover the supplemental pay and related fringe benefits for the Court Coordinator who will be performing administrative duties on behalf of the presiding judge (Bobby Flores, 139th DC).**

SIGNATURE

/ /

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

HIDALGO COUNTY
 COMMISSIONER COURT
 2015 SALARY SCHEDULE

AI - 47928

5-1100-412-00-003-001-0-
 139TH 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	113	COURT REPORTER	\$84,000.00	\$0.00	\$84,000.00	0.00%	\$0.00	\$0.00	\$84,000.00	\$0.00	\$1,320.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,320.00
0002	113	COURT COORDINATOR	\$59,410.00	\$0.00	\$59,410.00	0.00%	\$0.00	\$0.00	\$59,410.00	\$0.00	\$1,080.00	\$0.00	\$1,500.00	\$0.00	\$0.00	\$0.00
0003	113	BAILIFF	\$43,779.00	\$0.00	\$43,779.00	0.00%	\$0.00	\$0.00	\$43,779.00	\$0.00	\$0.00	\$6,000.00	\$0.00	\$0.00	\$0.00	\$6,000.00
		REMOVE FROM 139TH DC/ TRANSFER SUPPLEMENTAL PAY ALLOW. TO 92ND:											\$0.00			
0004	113	ASSISTANT COURT COORDINATOR	\$57,309.00	\$0.00	\$57,309.00	0.00%	\$0.00	\$0.00	\$57,309.00	\$0.00	\$660.00	\$0.00	\$1,500.00	\$0.00	\$0.00	\$2,160.00
0005	111	DISTRICT JUDGE	\$18,000.00	\$0.00	\$18,000.00	0.00%	\$0.00	\$0.00	\$18,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,373.00	\$0.00	\$10,373.00
TOTAL			\$262,498.00	\$0.00	\$262,498.00		\$0.00	\$0.00	\$262,498.00	\$0.00	\$3,060.00	\$6,000.00	\$3,000.00	\$10,373.00	\$0.00	\$19,853.00

APPROVAL OF THE ABOVE HIGHLIGHTED PERSONNEL ACTIONS ARE PENDING CC APPROVAL.
 *Note: pending approval of AI- 47915

HIDALGO COUNTY
 COMMISSIONER COURT
 2015 SALARY SCHEDULE

5-1100-412-00-001-001-0-
 92ND DC

AI - 47928

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 REPORTER	\$74,698.00	\$0.00	\$74,698.00	0.00%	\$0.00	\$0.00	\$74,698.00	\$0.00	\$900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$600.00
		AUTHORIZE/ TRANSFER SUPPLEMENTAL PAY ALLOW. FROM THE 139TH DC:														
0002	113	COURT COORDINATOR	\$76,249.00	\$0.00	\$76,249.00	0.00%	\$0.00	\$0.00	\$76,249.00	\$0.00	\$840.00	\$0.00	\$1,500.00	\$0.00	\$0.00	\$2,340.00
0003	113	BAILIFF	\$52,207.00	\$0.00	\$52,207.00	0.00%	\$0.00	\$0.00	\$52,207.00	\$0.00	\$420.00	\$1,500.00	\$2,000.00	\$0.00	\$0.00	\$0.00
0004	113	ASST CRT COOR	\$48,925.00	\$0.00	\$48,925.00	0.00%	\$0.00	\$0.00	\$48,925.00	\$0.00	\$420.00	\$4,500.00	\$0.00	\$0.00	\$0.00	\$0.00
0005	111	DISTRICT JUDGE	\$18,000.00	\$0.00	\$18,000.00	0.00%	\$0.00	\$0.00	\$18,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,373.00	\$0.00	\$900.00
TOTAL			\$270,079.00	\$0.00	\$270,079.00	0.00%	\$0.00	\$0.00	\$270,079.00	\$0.00	\$2,580.00	\$6,000.00	\$3,500.00	\$10,373.00	\$0.00	\$3,840.00

APPROVAL OF THE ABOVE HIGHLIGHTED PERSONNEL ACTIONS ARE PENDING CC APPROVAL.

*Note: pending approval of AI- 47915

AI -47697

Budget and Management 17. C.

CC - REGULAR

Meeting Date: 01/06/2015

Submitted For: Damaris San Miguel

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

New Courthouse (1100):

1. Approval to undesignate the amount of \$41,000.00 in the year 2015 for expenditures related to the new courthouse.
2. Approval of 2015 appropriation of funds in the amount of \$41,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015

ACCT. #: 5-1100-419-40-125-035-0-730

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

2015 appropriation of funds in the amount of \$41,000.00 to fund New Courthouse expenditures.

Funding will be unreserved from account#5-1100-257-00-000-006-0-000 (Fund Balance - Assigned for New Courthouse)

Attachments

appropriation

Form Review

Inbox

Merlen P. Munoz (Originator)
 Budget & Management
 Purchasing Department
 Form Started By: Merlen P. Munoz
 Final Approval Date: 01/02/2015

Reviewed By

Merlen P. Munoz
 Veronica Ortiz
 Monica Badillo

Date

12/23/2014 08:39 AM
 12/23/2014 12:04 PM
 01/02/2015 05:14 PM
 Started On: 12/05/2014 04:11 PM

AI -47650

Budget and Management 17. D. 1.

CC - REGULAR

Meeting Date: 01/06/2015

Submitted For: Sergio Cruz Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Debt Service Funds:

Approval of 2015 appropriation of funds to fund anticipated increase in Fiscal Agent Fees for Certificate of Obligations and Refunding Bonds.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015

ACCT. #: 5-14XX-475-00-000-000-0-865

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

BUDGETARY IMPACT:

Appropriate funding for fiscal agent fee expenditures in 2015.

Note: Monies are to be used from the unassigned fund balance for each respective Debt Service fund.

Attachments

Appropriation

Form Review

Inbox

Merlen P. Munoz (Originator)

Budget & Management

Purchasing Department

Form Started By: Merlen P. Munoz

Final Approval Date: 01/02/2015

Reviewed By

Merlen P. Munoz

Veronica Ortiz

Monica Badillo

Date

12/29/2014 02:13 PM

12/30/2014 11:15 AM

01/02/2015 05:14 PM

Started On: 12/04/2014 08:25 AM

AI -47944

Purchasing Department 18. A. 1.

CC - REGULAR

Meeting Date: 01/06/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Discussion and applicable action on option to extend (the additional 90 days or any variation of that term as determined by HCCC) the current agreement between Hidalgo County and the architectural firm of Helmut, Obata & Kassabaum, LP, aka, HOK for the review and analysis of the county-owned Schematic Designs for the construction of a New County Courthouse.

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

This expenditure is already encumbered.

Attachments

Contract-C-14-344-11-18-Hellmuth Obata and Kassabaum

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	01/02/2015 05:45 PM
Auditor's Office	Monica Badillo	01/02/2015 05:54 PM
Form Started By: Marty Salazar		Started On: 01/02/2015 05:27 PM
Final Approval Date: 01/02/2015		

THE STATE OF TEXAS §

§

COUNTY OF HIDALGO §

CONTRACT FOR CONSULTING SERVICES

C-14-344-11-18

THIS AGREEMENT is made and entered into on this the 18th day of Month, 2014 by and between the **County of Hidalgo, Texas**, (“County”) and Hellmuth, Obata, & Kassabaum, LP (“Consultant”) to serve at the pleasure of the Hidalgo County Commissioner’s Court.

WITNESSETH:

WHEREAS, Company responded to advertised notice for Request for Qualifications for the **“Professional Architectural Consulting Service-Design & Construction of Court House & Judicial Buildings”** (Services);

WHEREAS, Company submitted Qualifications to provide services in accordance with Exhibit “A” Request for Qualifications (RFQ) Packet attached hereto respectively, and incorporated herein for all purposes of (the RFQ).

County desires to contract with a Consultant to provide the services necessary to the County of Hidalgo that are more specifically set forth hereinafter; and

WHEREAS, Consultant has agreed to provide the services enumerated hereinafter to Hidalgo County Commissioner’s Court.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, County and Consultant agree as follows:

1. County and Consultant hereby agree that this Agreement is entered into in order to

provide services in accordance with the Requirements contained in Exhibit "A" within Hidalgo County following a request for Services by **Hidalgo County** or its designated agent. Consultant agrees in performing the Services that it will use professional standards in accordance with the highest standards of care, skill and diligence, 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. Further Hidalgo County reserves the right to request these services from another source other than the successful vendor and shall not be in violation of any terms or conditions of this contract. This Agreement does not extend to any third parties and duties or benefits conferred in any manner hereunder or otherwise.

2. Consultant hereby promises and agrees to provide the County during the term of this Agreement, and shall be obligated to render and provide the consulting services required by Hidalgo County in connection with the **"Professional Architectural Consulting Service-Design & Construction of Court House & Judicial Buildings"**. The Services include, but are not limited to, the items listed on Exhibit A, which is attached and made a part of this Contract.

This Contract shall commence on **November 18, 2014** and expiring on **January 30, 2015** and may be extended at the sole discretion of the County for an additional three (3) month term under the same rates, terms and conditions.

3. Consultant will report any problems or recommended changes in the Implementation of **"Professional Architectural Consulting Service-Design & Construction of Court House & Judicial Buildings"** to Hidalgo County.

4. As consideration for the services of Consultant described herein, the County agrees to pay Consultant the fees as outlined in "Exhibit B" attached hereto payable against written

28. If the Service requires additional services not delivered in the Requirements of the Contract a separate negotiated contract may be requested in a form acceptable to County.

29. 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.

EXECUTED and effective as of the _____ day and _____, 20XX first written above.

APPROVED AS TO FORM:

Atlas, Hall, & Rodriguez, LLP

SLC

Stephen L. Crain

COUNTY OF HIDALGO, TEXAS

Ramon Garcia

Ramon Garcia, County Judge

Approved by Commissioners' Court

on 11-18-14 RO

Hellmuth, Obata & Kassabuam, L.P.

By: Curt Farde

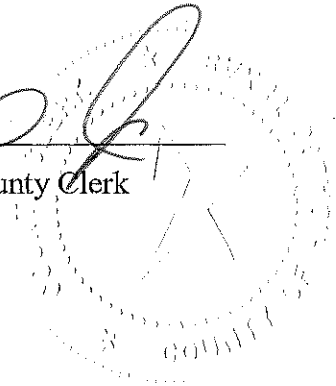
Printed Name: CURT FARDE

Title: VICE PRESIDENT

ATTEST:

Arturo Guajardo

Arturo Guajardo, County Clerk



AI -47934

Purchasing Department 18. A. 2.

CC - REGULAR

Meeting Date: 01/06/2015

Submitted By: Monica Badillo,
EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Requesting authority for Valde Guerra, Executive Officer to sign and submit Federal Excise Tax Exemption Certificate for period of January-December 2015

BACKGROUND

For use by State and Local Governments

Requested by Oscar Garza, Purchasing Dept.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No Budgetary impact
Submission of Federal Excise tax exemption certificate

Attachments

form
IRS reg

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	01/02/2015 03:01 PM
Budget & Management	Debbie Tamez	01/02/2015 04:06 PM
Manuel Chapa	Manuel Chapa	01/02/2015 04:44 PM
Auditor's Office	Monica Badillo	01/02/2015 05:14 PM
Form Started By: Monica Badillo		Started On: 01/02/2015 11:08 AM
Final Approval Date: 01/02/2015		

FEDERAL EXCISE TAX
EXEMPTION CERTIFICATE
For Use by State & Local Governments

Treas. Reg. 48-4221-5(c)(1)

(Date) January 1, 2015

I hereby certify that I am Executive Officer (title of officer) of
Hidalgo County (state or local government);
that I am authorized to execute this certificate; and that:

(check applicable type of certificate)

A. The article/articles specified in the accompanying order, or on the reverse side hereof, (or)

B. All orders placed by the purchaser for the period commencing
1/1/2015 (date) and ending 12/31/2015 (date)
(period not to exceed 12 calendar quarters), are, or will be, purchased from
Rush Truck Centers (dealer) for the exclusive use of
Hidalgo County government unit of
Hidalgo County (state or local government).

I understand that that this statement is made under penalties of perjury.

I understand that the exemption from tax in the case of sales of articles under this exemption certificate to a State, etc., is limited to the sale of articles for its exclusive use. I understand the fraudulent use of this certificate for the purpose of securing this exemption will subject me and all parties making such fraudulent use of this certificate to a fine of not more than \$10,000, or to imprisonment for not more than 5 years, or both, together with costs of prosecution.

The undersigned agrees that it will indemnify Rush Enterprises, Inc. and any of its affiliates, and their respective officers, agents or assignees from any and all tax judgments, including attorneys' fees and costs, and losses arising out of or relating to any misrepresentations made on this Exemption Certificate.

2818 S. Bus. Hwy 281 (signature)
Edinburg, TX 78539 (address)



IRS Issues Guidance on Truck Sale Excise Tax

IR-2005-29, March 15, 2005

WASHINGTON — The Internal Revenue Service today issued guidance intended to help truck dealers determine whether a truck body is subject to federal excise tax.

Section 4051 of the Internal Revenue Code imposes a tax on the first sale of certain truck chassis and bodies. The excise tax does not apply to truck bodies and chassis suitable for use with vehicles that have a gross vehicle weight of 33,000 pounds or less or truck trailer and semi-trailer bodies and chassis suitable for use with vehicles that have a gross vehicle weight of 26,000 pounds or less.

In some cases, retailers do not know the gross vehicle weight of the vehicle on which the body will be mounted, making it difficult to determine whether the body meets the “suitable for use” standard.

The guidance issued today, Revenue Procedure 2005-19, establishes four classifications of truck body types that meet the “suitable for use” standard. Truck body types that meet these classifications are therefore excluded from the retail excise tax:

- Platform truck bodies 21 feet or less in length;
- Dry freight and refrigerated truck van bodies 24 feet or less in length;
- Dump truck bodies with load capacities of eight cubic yards or less; and
- Refuse packer truck bodies with load capacities of 20 cubic yards or less.

These classifications are effective for sales on or after April 4, 2005.

The guidance issued today is a result of the Industry Issues Resolution (IIR) Program. Under IIR, taxpayers, associations and other groups representing businesses submit frequently disputed or burdensome tax issues for review. The goal of an IIR, when possible, is to resolve these differences by providing more effective guidance.

Related Item: Revenue Procedure 2005-19 ([PDF 133 KB](#))

[Subscribe to IRS Newswire](#)

Page Last Reviewed or Updated: 11-Sep-2013

AI -47839

Purchasing Department 18. A. 3.

CC - REGULAR

Meeting Date: 01/06/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Rudy Salinas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation for discussion, consideration, and approval to enter into an Interlocal Cooperation Agreement between Hidalgo County (all elected offices, departments, programs &/or agencies thru all funding sources) and Region III Education Service Center with the purpose of participating in the cooperative purchasing services of Purchasing Cooperative of America (PCA) as an additional procurement resource with authority for County Judge to execute document and thus permit Purchasing Agent or Designee to complete and fulfill the online PCA Member Registration.

BACKGROUND

Pursuant to Texas Government Code, Chapter 791, Interlocal Cooperation Act, and Texas Local Government Code, Chapter 271, Subchapter F. Cooperative Purchasing Program, the Interlocal Contract (ILC) is made and entered into between Region III Education Service Center, 1905 Leary Lane, Victoria, Texas 77901 and Hidalgo County.

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Each user must have funding in place for required purchases
The membership is at no cost to HC.

Attachments

Interlocal Contract

PCA Online Registration

Email Thread

PCA Contract Availability

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/29/2014 12:12 PM
Budget & Management	Veronica Ortiz	12/30/2014 11:17 AM
Manuel Chapa	Manuel Chapa	01/02/2015 01:38 PM
Auditor's Office	Monica Badillo	01/02/2015 05:14 PM
Form Started By: Rudy Salinas		Started On: 12/15/2014 09:18 AM
Final Approval Date: 01/02/2015		



Interlocal Contract
Between Region III Education Service Center and

Pursuant to Texas Government Code, Chapter 791, Interlocal Cooperation Act, and Texas Local Government Code, Chapter 271, Subchapter F. Cooperative Purchasing Program, the Interlocal Contract (ILC) is made and entered into between Region III Education Service Center, 1905 Leary Lane, Victoria, Texas 77901, and

_____ (Participating Agency), located at _____ ,

Texas _____ for the purpose of providing/participating in the cooperative purchasing services of Purchasing Cooperative of America.

Region III Education Service Center will:

- Administer the **Purchasing Cooperative of America** cooperative purchasing program.
- Provide legally awarded contracts.
- Provide service and support to PCA members.
- Provide up to date information concerning contracting opportunities with PCA vendors.

Participating Agency, as a member of Purchasing Cooperative of America, will:

- Designate a contact person and update the contact information as necessary.
- Provide an authorized signature on the ILC.
- Work with vendors according to the PCA contract.
- Issue Purchase Orders stating "Purchasing Cooperative of America" and the Contract Number.

This contract is effective the date of the final signature and will remain in effect until and unless one (1) of the parties terminates the agreement in writing with thirty (30) days notice.

Send the signed Interlocal Contract to Purchasing Cooperative of America, 11811 North Freeway #500, Houston, Texas 77060 or by email to Members@pcamerica.org. An email copy of an executed signature shall have the same force and effect as an original signature page.

Participating Agency

Region III Education Service Center

By _____

By _____

Authorized Signature

Authorized Signature

Title _____

Title _____

Date _____

Date _____

Contact Person _____

Contact Person _____

Title _____

Title _____

Phone _____

Phone _____

eMail _____

eMail _____



- Home
- Vendors
- Vendor Registration
- Members
- Solicitations
- Current Contracts
- FAQs
- Forms
- Contact Us

Member Registration

*** Required Fields**

Username *

Please enter your desired username. Upon approval, you will be given a link to create a password.

Organization *

Organization Type *

First Name - Contact *

Last Name - Contact *

Address *

City *

State *

Zip Code *

Phone *

Fax *

Email *

* By clicking on the Submit button below, I am agreeing to the PCA Terms and Conditions.

Zimbra

rudy.salinas1@co.hidalgo.tx.us

Fwd: Contract Structure

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us>

Tue, Dec 09, 2014 05:46 PM

Subject : Fwd: Contract Structure**To :** rudy salinas1 <rudy.salinas1@co.hidalgo.tx.us>, Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us>

Mr. Salinas:
Please proceed with the instructions from Mr. Crain.
Thanks,
Marty

From: "Steve Crain" <scrain@atlashall.com>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Tuesday, December 9, 2014 5:19:43 PM
Subject: RE: Contract Structure

Please confirm the other purchasing contracts are not exclusive. If so, the Region III agreement is OK.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, December 09, 2014 4:40 PM
To: Steve Crain
Cc: Darlene H. Betancourt; rudy salinas1
Subject: Fwd: Contract Structure

Mr. Crain:
For the reasons provided by vendors below, please review and comment (as to form) the ILA for presentation to HCCC for action. It would be an additional resource for obtain (competitively compliant) goods and/or services under the awarded contractors for the County.
Thanks,
Marty S.

From: "Rudy Salinas" <rudy.salinas1@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Cc: "darlene betancourt" <darlene.betancourt@co.hidalgo.tx.us>, "Oscar Garza" <oscar.garza@co.hidalgo.tx.us>
Sent: Tuesday, December 9, 2014 4:05:41 PM
Subject: Fwd: Contract Structure

Ms. Salazar for your consideration,

Gateway...as well as other TXMAS vendors have expressed their concern regarding all TXMAS purchases having to go through TPASS and requiring a State Purchase Order which causes them to incur an additional

fee. So Gateway has been awarded a Cooperative Contract with (PCA) Purchasing Cooperative of America. It is being hosted by Region III out of Victoria Texas. I have attached a FAQ form so you can familiarize yourself further with PCA. When I submitted a question regarding the contract format, Elaine Nichols with PCA provided her response below which sounds like price verification would not be an issue.

While initially we may only benefit from their contract with Gateway, once other vendors migrate away from TXMAS and discover PCA their contract base will probably build. If you're in agreement with joining PCA they have included an Inter-local Contract for Region III. Afterwards, we would be required to fill out an online membership form to finalize authorized membership. Please advise.

Thank you,

Rudy Salinas
Purchase Order Specialist III
Phone: 292-7000 Ext: 4875

From: "Elaine Nichols" <enichols96@live.com>
To: "rudy salinas1" <rudy.salinas1@co.hidalgo.tx.us>
Sent: Tuesday, December 9, 2014 12:10:38 PM
Subject: Contract Structure

Good Morning Mr. Salinas,

Thank you for your interest in Purchasing Cooperative of America!

Contract Structure for Gateway:

A Market Basket of 200 Top Items will show list price and fixed PCA member pricing.

In addition, Gateway is implementing an order process just for PCA members at their website, www.gatewayp.com. There you will view 30,000 line items (and have the ability to search for specific items) showing list price and PCA pricing -- representing variable discount amounts per the PCA contract.

Please go to www.pcamerica.org and register to become a member at the Member tab. I have attached the Interlocal Contract with Region III Education Service Center to facilitate your membership process.

We look forward to providing this service to you!

Sincerely,

Elaine Nichols
PURCHASING COOPERATIVE OF AMERICA
713-851-1471
enichols96@live.com

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

From: Purchasing Cooperative of America [<mailto:info@pcamerica.org>]

Sent: Monday, December 8, 2014 10:53 AM

To: info@pcamerica.org

Subject: Form submission from: Contact Us

Submitted on Monday, December 8, 2014 - 10:53 Submitted by anonymous user:
[97.77.105.2] Submitted values are:

Name: Rudy Salinas

Email: rudy.salinas1@co.hidalgo.tx.us

Subject: Contract Structure

Message: Are the awarded vendor contract items viewable online as a line item contract with viewable pricing or is it one line item with their product and services described and a certain discount specified?

Zimbra

rudy.salinas1@co.hidalgo.tx.us

Contract Structure

From : Elaine Nichols <enichols96@live.com>

Mon, Dec 22, 2014 03:30 PM

Subject : Contract Structure**To :** 'Rudy Salinas' <rudy.salinas1@co.hidalgo.tx.us>

Mr. Salinas,

My pleasure to speak with you on the phone today.

As a member of PCA, Hidalgo County will have access to all of PCA contracts. Also, PCA contracts are written to be used in all 50 United States and U.S. territories.

Please let me know if I can ever be of service to you and Hidalgo County.

Sincerely,

Elaine Nichols

PURCHASING COOPERATIVE OF AMERICA

713-851-1471

enichols96@live.com

From: Rudy Salinas [mailto:rudy.salinas1@co.hidalgo.tx.us]**Sent:** Thursday, December 18, 2014 3:38 PM**To:** Elaine Nichols**Subject:** Re: Contract Structure

Elaine, good afternoon!

I'm proceeding with acquiring commissioner's court approval for the Region III Inter-local Contract but our attorney has posed the question; are the purchasing contracts – exclusive? Can you please confirm?

Thanks,

Rudy Salinas, Purchasing Specialist III

Hidalgo County Purchasing Department

2808 South Business Highway 281

Edinburg, Texas 78539

Phone: 956-292-7000 Ext: 4875

Fax: 956-292-7612

Email: rudy.salinas1@co.hidlago.tx.us

From: "Elaine Nichols" <enichols96@live.com>**To:** "rudy salinas1" <rudy.salinas1@co.hidalgo.tx.us>**Sent:** Tuesday, December 9, 2014 12:10:38 PM**Subject:** Contract Structure

Good Morning Mr. Salinas,

Thank you for your interest in Purchasing Cooperative of America!

Contract Structure for Gateway:

A Market Basket of 200 Top Items will show list price and fixed PCA member pricing.

In addition, Gateway is implementing an order process just for PCA members at their website, www.gatewayp.com. There you will view 30,000 line items (and have the ability to search for specific items) showing list price and PCA pricing -- representing variable discount amounts per the PCA contract.

Please go to www.pcamerica.org and register to become a member at the Member tab. I have attached the Interlocal Contract with Region III Education Service Center to facilitate your membership process.

We look forward to providing this service to you!

Sincerely,

Elaine Nichols
PURCHASING COOPERATIVE OF AMERICA
713-851-1471
enichols96@live.com

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

From: Purchasing Cooperative of America [<mailto:info@pcamerica.org>]

Sent: Monday, December 8, 2014 10:53 AM

To: info@pcamerica.org

Subject: Form submission from: Contact Us

Submitted on Monday, December 8, 2014 - 10:53 Submitted by anonymous user:
[97.77.105.2] Submitted values are:

Name: Rudy Salinas

Email: rudy.salinas1@co.hidalgo.tx.us

Subject: Contract Structure

Message: Are the awarded vendor contract items viewable online as a line item contract with viewable pricing or is it one line item with their product and services described and a certain discount specified?

AI -47763

Purchasing Department 18. B. 1.

CC - REGULAR

Meeting Date: 01/06/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval of an Amendment No. 5 to the current agreement between Hidalgo County and Cook-Joyce for the provision of engineering services in connection with Precinct #3's Penitas Landfill to reflect the continuation of the scope of work.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015

ACCT. #: 5-1100-432-00-123-001-0-334

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

PO# 604209

Attachments

Legal Approval

Agreement

AMENDMENT

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/18/2014 02:51 PM
Budget & Management	Veronica Ortiz	12/18/2014 03:10 PM
Glinda Pacheco	Glinda Pacheco	01/02/2015 04:20 PM
Auditor's Office	Monica Badillo	01/02/2015 05:14 PM
Form Started By: Rocio Villarreal		Started On: 12/11/2014 08:23 AM
Final Approval Date: 01/02/2015		

Zimbra

rocio.villarreal@co.hidalgo.tx.us

RE: Cook Joyce-Pct 3

From : Steve Crain <scrain@atlashall.com>

Thu, Dec 11, 2014 07:26 AM

Subject : RE: Cook Joyce-Pct 3

To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

Amendment No. 5 is fine.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]

Sent: Wednesday, December 10, 2014 4:33 PM

To: Stephen L. Crain

Subject: Cook Joyce-Pct 3

Mr. Crain:

Can you 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

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**AMENDMENT NO. 4
TO PROFESSIONAL SERVICE AGREEMENT BETWEEN
HIDALGO COUNTY, TEXAS AND COOK-JOYCE, INC.**

This AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT (No. 05026.05) dated May 5, 2008 BY AND BETWEEN **HIDALGO COUNTY** (the "County"), and **COOK-JOYCE, INC.** (the "Company") is entered into between the parties effective this 12th day of June, 2012.

WHEREAS, Company and County entered into an Agreement dated May 5, 2008 in which the Company agreed to provide professional engineering services concerning the operation, development and closure of the Hidalgo County Precinct 3 Penitas Landfill (the "Agreement")

WHEREAS, the Company desires to modify the scope of work in Exhibit A, to the Agreement provided by the Company.

WHEREAS, the parties desire to amend the Agreement as hereinafter provided.

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Company hereby agree to the following amendments to the Agreement:

1. Exhibit A to the Agreement is deleted in its entirety and the attached Exhibit A is inserted in lieu thereof.
2. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect and Company and County ratify and confirm the terms and provisions of the Agreement as amended.

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

HIDALGO COUNTY

Ramon Garcia
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 6-12-12 *ds*

ATTEST:

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

COOK-JOYCE, INC.

Stephen L. Cook
Stephen L. Cook, P.E., President

Approved as to Form: *J Rodriguez*

ATLAS, ~~RODRIGUEZ~~ & HALL/LLP

By: *SLC*
Stephen L. Crain



May 11, 2012

Commissioner Joe Flores
Hidalgo County Precinct 3
P.O. Box 607
Mission, Texas 78573

Re: Precinct 3 - Peñitas Landfill
Landfill Engineering Services
Amendment to Contract No. 05026.05

Dear Commissioner Flores:

Cook-Joyce, Inc. (CJI) is pleased to provide you with this proposal for continuing engineering services that support the operation, development and phased closure of the Hidalgo County Precinct 3 - Peñitas landfill. In particular, the Texas Commission on Environmental Quality (TCEQ) has approved the landfill Permit amendment to increase the landfill capacity and allow continued operations for approximately five more years. Additionally, the landfill must operate under engineering guidance to monitor methane gas, develop new disposal cells in accordance with the Permit amendment, and install final cover soil over waste in completed landfill cells. This work will be authorized as an Amendment to the Professional Services Agreement 05026.05 (PSA) originally approved on May 5, 2008, and CJI will perform these services economically under the terms of the standard County contract developed for the landfill. An additional budget amount of \$62,955 is added to the PSA to provide the engineering and construction quality assurance services described below, starting on the date of approval of the Amendment by the Hidalgo County Commissioners Court.

The rate of waste received at the landfill is variable and a specific projection of the remaining life of the landfill and associated completion date for engineering services cannot be made. Future work, therefore, will continue until work tasks have been accomplished or the budget exhausted.

SCOPE OF WORK

Task 1 – Permit Compliance and Monitoring

Engineering guidance will be provided as requested to support landfill operations in compliance with the permit. Assistance may be provided for annual TCEQ reports, TCEQ inspection preparation, tire bale and brush handling operations, final cover design and coordination, and permit modifications insuring that landfill operations match Site Plans. Quarterly methane gas monitoring will also be conducted as required by TCEQ.



Commissioner Joe Flores
May 11, 2012
Page 2

The newly amended landfill permit increases the authorized height of portions of the landfill and authorizes a new disposal cell for selected (Type IV) wastes to the east of the current landfill, thereby extending the landfill life and more efficiently staging closure construction tasks. Guidance will be provided to the County for specific site development, operations and TCEQ notice procedures that are contained within the amended permit. Additionally, if closure work will involve contractor bids, the bid plans and specifications can be developed under this task.

A summary of work will be provided at the completion of the contract term.

Work will be conducted as requested by Precinct 3 managers up to the \$32,720 budgeted for this Task. If the work effort required by this task exceeds this budget, available budgeted funds may be drawn from other tasks or a budget amendment may be required.

Task 2 –Construction Quality Assurance for Landfill Final Cover

As portions of the landfill are brought up to design elevations by disposal operations, Precinct 3 forces or contractors will begin installing compacted clay cover over landfilled waste as required by the permit. The potential for this work has been coordinated with other County earthwork projects which may have soil available for the landfill cover project.

CJI will provide construction quality assurance observation and a Construction Certification Report for this work. As required by TCEQ, the Report will be sealed by an engineer and submitted to the TCEQ Municipal Waste Permits Division. This report will document the project location, construction methods, observations, and soil test results.

Full time observation of the work will be provided when the soil compaction activity is underway (as set forth in the Final Cover Quality Control Plan). Observation during as many as 9 days over 4 work periods is included in the \$22,760 budget for this task.

Task 3 – Soil Testing During Closure Construction

Soil testing will be provided during the construction project as required by TCEQ. Tests include:

- field moisture and density tests (a maximum of 8 testing trips)
- permeability tests of shelly tube samples (a maximum of 4 tests)
- sieve analysis (passing the #200 sieve) and Atterberg Limits (a maximum of 4 tests)
- Standard Proctor and remolded permeability test (2 tests)



Commissioner Joe Flores
May 11, 2012
Page 3

The budget for this work task is \$7,475. Additional sampling requirements may require an amendment to the budget.

PROFESSIONAL SERVICES AGREEMENT AND SCHEDULE

This scope of work will be conducted as further described in the Professional Services Agreement. As in the past, surveying which may be needed during the work will be provided by a surveying company under separate contract to the County. The duration of this scope of work is expected to extend until work on all tasks has been accomplished. Specific project tasks may vary and the contract budget may be reallocated as needed. Additionally, the budget may be amended to cover extra work upon written approval by both parties as set forth in the Agreement.

CJL appreciates your consideration of this scope of work. It is a pleasure to assist you with the landfill operations and development. If any further information is needed, please give Brian Dudley, P.E. a call at 512/474-9097.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kathy L. McGee', is written over a horizontal line.

Kathy L. McGee, P.E.
Vice President

Cc: Brian Dudley

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT BETWEEN
HIDALGO COUNTY, TEXAS AND COOK-JOYCE, INC.**

This AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT (No. 05026.05) dated May 5, 2008 BY AND BETWEEN **HIDALGO COUNTY** (the "County"), and **COOK-JOYCE, INC.** (the "Company") is entered into between the parties effective this 7th day of **December 2010**.

WHEREAS, Company and County entered into an Agreement dated May 5, 2008 in which the Company agreed to provide professional engineering services concerning the operation, development and closure of the Hidalgo County Precinct 3 Penitas Landfill (the "Agreement")

WHEREAS, Company completed portions of the engineering services however County's scope of the future use of Hidalgo County Precinct 3 Penitas Landfill (the "Landfill") has changed to encompass such modified scope of the Landfill; and

WHEREAS, the County desires to modify the scope of work in Exhibit A, to the Agreement to encompass such modified scope of the Landfill

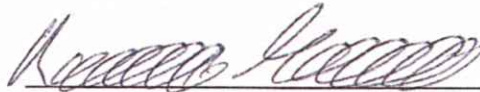
WHEREAS, the parties desire to amend the Agreement as hereinafter provided.

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Company hereby agree to modify the tasks to be performed under the Agreement effective as of the date hereof:

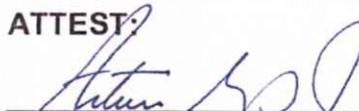
1. Exhibit A to the Agreement is deleted in its entirety and the attached Exhibit A is inserted in lieu thereof.
2. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect and Company and County ratify and confirm the terms and provisions of the Agreement as amended.

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

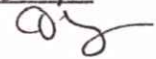
HIDALGO COUNTY

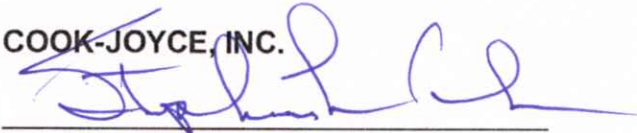


Ramon Garcia, County Judge

ATTEST:


Arturo Guajardo, Jr., County Clerk


Approved by Commissioners' Court
on 12/30/2010


COOK-JOYCE, INC.


Stephen L. Cook, P.E., President

Approved as to Form:

ATLAS & HALL, L.L.P.

By: 

Stephen L. Crain

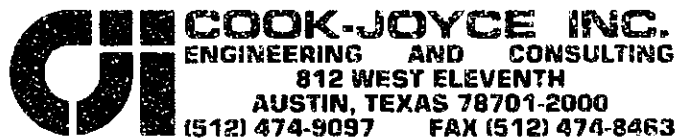


EXHIBIT "A"

November 19, 2010

Commissioner Joe Flores
Hidalgo County Precinct 3
P.O. Box 607
Mission, Texas 78573

Re: Precinct 3 - Peñitas Landfill
Landfill Engineering Services Contract No. 10065.01

Dear Commissioner Flores:

I am pleased to provide you with this proposal to continue providing engineering services that support the operation, development and phased closure of the Hidalgo County Precinct 3 - Peñitas landfill. In particular, Texas Commission on Environmental Quality (TCEQ) regulations require that the landfill update the Site Operating Plan and amend its design to continue operations for approximately five more years. Additionally, the landfill must continue gas monitoring, disposal cell development and final cover activities under engineering guidance. These services will be performed economically under terms of the standard County contract developed for the landfill. A budget amount of \$89,750 is proposed to provide the engineering services and construction quality assurance described below. This work is a continuation of services initiated during the current Professional Services Agreement No. 05026.05, as amended in November 3, 2009.

The rate of waste received at the landfill is variable and a specific projection of the remaining life of the landfill and associated completion date for engineering services cannot be made. Future work, therefore, will continue until work tasks have been accomplished or the budget exhausted.

SCOPE OF WORK

Task 1 – Permit Compliance and Monitoring

Engineering guidance will be provided as requested to support landfill operations in compliance with the permit. Assistance may be provided for annual TCEQ reports, TCEQ inspection preparation, tire bale and brush handling operations, final cover design and coordination, and permit modifications insuring that landfill operations match Site Plans. Quarterly methane gas monitoring will also be conducted as required by TCEQ.



Commissioner Joe Flores
November 19, 2010
Page 2

The County desires to amend the landfill permit by increasing the height of portions of the landfill, thereby extending the landfill life and more efficiently staging closure construction tasks. This engineering work for a permit amendment application was initiated in 2010 and will be completed for submittal to TCEQ. All requirements of 30 TAC Chapter 330, Subchapter B must be updated in the Application as well as the Site Operating Plan described in Subchapter D. Additionally, if closure work will involve contractor bids, the bid plans and specification can be developed under this task.

A summary of work will be provided at the completion of the contract term.

Work will be conducted as requested by Precinct 3 managers up to the \$62,500 budgeted for this Task. If the work effort required by this task exceeds this budget, available budgeted funds may be drawn from other tasks or a budget amendment may be required.

Task 2 –Construction Quality Assurance for Landfill Final Cover

As portions of the landfill are brought up to design elevations by disposal operations, Precinct 3 forces or contractors will begin installing compacted clay cover over landfilled waste as required by the permit. The potential for this work has been coordinated with other County earthwork projects which may have soil available for the landfill cover project.

CJI will provide construction quality assurance observation and a Construction Certification Report for this work. As required by TCEQ, the Report will be sealed by an engineer and submitted to the TCEQ Municipal Waste Permits Division. This report will document the project location, construction methods, observations, and soil test results.

Full time observation of the work will be provided when the soil compaction activity is underway (as set forth in the Final Cover Quality Control Plan). Observation during as many as 9 days over 4 work periods is included for this task.

The budget for this work task is \$20,250.

Task 3 – Soil Testing During Closure Construction

Soil testing will be provided during the construction project as required by TCEQ. Tests include:

- field moisture and density tests (a maximum of 8 testing trips)
- permeability tests of shelby tube samples (a maximum of 4 tests)
- sieve analysis (passing the #200 sieve) and Atterberg Limits (a maximum of 4 tests)



Commissioner Joe Flores
November 19, 2010
Page 3

- Standard Proctor and remolded permeability test (2 tests)

The budget for this work task is \$7,000. Additional sampling requirements may require an amendment to the budget.

PROFESSIONAL SERVICES AGREEMENT AND SCHEDULE

This scope of work will be conducted as further described in the Professional Services Agreement. As in the past, surveying which may be needed during the work will be provided by a surveying company under separate contract to the County. The duration of this scope of work is expected to extend until work on all tasks has been accomplished. Specific project tasks may vary and the contract budget may be reallocated as needed. Additionally, the budget may be amended to cover extra work upon written approval by both parties as set forth in the Agreement.

I appreciate your consideration of this scope of work. It is a pleasure to assist you with the landfill operations and development. If any further information is needed, please give Brian Dudley, P.E. a call at 512/474-9097.

Sincerely,

A handwritten signature in black ink, appearing to read 'Stephen L. Cook', written over a horizontal line.

Stephen L. Cook, P.E.
President

BD:nn

AI-24541

8.A.

**Requesting approval of Amendment No. 2 with Cook-Joyce
CC CONSENT**

Date: 12/30/2010
Submitted By: Nielda Cavazos, PURCHASING DEPT.
Submitted For: Nielda Cavazos
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Approval of an Amendment No. 2 to current agreement between Hidalgo County and Cook-Joyce for the provision of engineering services in connection with Precinct # 3's Penitas Landfill to reflect the continuation of the scope of work.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-432-00-123-001-0-334
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Available funds as of 12/22/10; pending approval of Intradepartmental Transfer.
Refer to AI - 24573 (12/30/10 CC).

Attachments

Link: Cook-Joyce Contract
Link: [amendment](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	12/21/2010 03:50 PM	APRV
2	Budget & Management	Erika Zamora	12/21/2010 04:42 PM	APRV
3	Perla Lopez	Perla Lopez	12/22/2010 11:31 AM	APRV
4	Auditor's Office	Linda Fong	12/22/2010 11:35 AM	APRV
7	Perla Lopez	Perla Lopez	12/22/2010 03:32 PM	APRV
Form Started By: Nielda Cavazos		Started On: 12/21/2010 01:27 PM		
Final Approval Date: 12/22/2010				

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT BETWEEN
HIDALGO COUNTY, TEXAS AND
COOK-JOYCE, INC.**

This AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT (No. 05026.05) dated May 5, 2008 BY AND BETWEEN **HIDALGO COUNTY, TEXAS** ("County") and **COOK-JOYCE, INC** (the "COMPANY") is entered into between the parties effective this 3 day of November 2009.

WHEREAS, Company and County entered into an Agreement dated May 5, 2008 in which the Company agreed to provide professional engineering services concerning the operation, development and closure of the Hidalgo County Precinct 3 Penitas landfill (the "Agreement")

WHEREAS, the Company desires to correct errors in Exhibit A to the Agreement provided by the Company.

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Company hereby agree to the following amendments to the Agreement.

1. Exhibit A to Agreement is deleted in its entirety and the attached Exhibit A is inserted in lieu thereof:
2. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect and Company and County ratify and confirm the terms and provisions of the Agreement as amended.


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

COOK-JOYCE, INC.



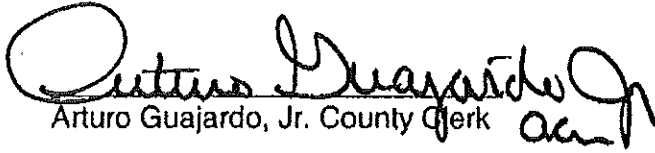
Stephen L. Cook, P.E., President

HIDALGO COUNTY



Juan de Dios (J.D.) Salinas, III, County Judge

ATTEST:


Arturo Guajardo, Jr. County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

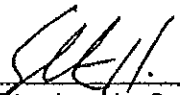
By: 
Stephen L. Crain



EXHIBIT "A"

October 2, 2009

Commissioner Joe Flores
Hidalgo County Precinct 3
P.O. Box 607
Mission, Texas 78573

Re: Precinct 3 - Peñitas Landfill
Landfill Engineering Services Contract No. 05026.05 (May 5, 2008) - Amended

Dear Commissioner Flores:

I am pleased to provide you with this contract amendment to continue providing engineering services that support the operation, development and closure of the Hidalgo County Precinct 3 - Peñitas landfill. In particular, Texas Commission on Environmental Quality (TCEQ) regulations require that the landfill continue gas monitoring, disposal cell development and final cover activities under engineering guidance. These services will be performed economically under terms of the standard County contract developed for the landfill (Contract No. 05026.05). The contract's original budget amount of \$76,700 is proposed to provide the engineering services and construction quality assurance described below. The rate of waste received at the landfill is variable, and a specific projection of the remaining life of the landfill and associated completion date for engineering services cannot be made. Thus, work under this contract will begin May 1, 2008 and continue until work tasks have been accomplished.

SCOPE OF WORK

Task 1 – Permit Compliance and Monitoring

Engineering guidance will be provided as requested to support landfill operations in compliance with the permit. Assistance may be provided for annual TCEQ reports, TCEQ inspection preparation, tire bale and brush handling operations, final cover design and coordination, and permit modifications insuring that landfill operations match Site Plans. Quarterly methane gas monitoring will also be conducted as required by TCEQ.

The County may desire to modify the landfill permit by increasing the height of portions of the landfill, thereby extending the landfill life and more efficiently staging closure construction tasks. A basic permit modification or amendment application to TCEQ may be initiated under this

HIDALGO CO\FINAL\05026.05
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Task. Additionally, if closure work will involve contractor bids, the bid plans and specification can be developed under this task.

A summary of work will be provided at the completion of the contract term.

Work will be conducted as requested by Precinct 3 managers up to the \$40,200 budgeted for this Task. If the work effort required by this task exceeds this budget, available budgeted funds may be drawn from other tasks or a budget amendment may be required.

Task 2 – Construction Quality Assurance for Landfill Final Cover

During late 2001, Precinct 3 forces began installing compacted clay cover over landfill Cells F and G. In the upcoming months, additional clay cover and seeding may be installed to complete final cover for other portions of the landfill. The potential for this work has been coordinated with other County earthwork projects that may have soil available for the landfill cover project. As required by TCEQ, a Final Cover Evaluation Report will be produced for this work, sealed by an engineer and submitted to the TCEQ Municipal Waste Permits Division. This report will document the project location, construction methods, observations, and soil test results.

Full time observation of the work will be provided when the remaining construction activity is underway (as set forth in the Final Cover Quality Control Plan). Observation during as many as 18 days over 8 work periods is included for this task.

The budget for this work task is \$28,500.

Task 3 – Soil Testing During Closure Construction

Soil testing will be provided during the construction project as required by TCEQ. Tests include:

- \$ field moisture and density tests (a maximum of 6 testing trips)
- \$ permeability tests of shelly tube samples (a maximum of 4 tests)
- \$ sieve analysis (passing the #200 sieve) and Atterberg Limits (a maximum of 4 tests)
- \$ Standard Proctor and remolded permeability test (2 tests)

The budget for this work task is \$8,000. Additional sampling requirements may require an amendment to the budget.

Commissioner Joe Flores
October 2, 2009
Page 3

EXHIBIT "A"



PROFESSIONAL SERVICES AGREEMENT AND SCHEDULE

This scope of work will be conducted as further described in Professional Services Agreement No. 05026.05. As in the past, surveying which may be needed during the work will be provided by a surveying company under separate contract to the County. The duration of this scope of work is expected to extend until work on all tasks has been accomplished. Specific project tasks may vary and the contract budget may be reallocated as needed. Additionally, the budget may be amended to cover extra work upon written approval by both parties as set forth in the Agreement.

I appreciate your consideration of this amendment to the duration of this contract. It is a pleasure to assist you with the landfill operations and development. If any further information is needed, please give Brian Dudley, P.E. a call at 512/474-9097.

Sincerely,

Stephen L. Cook, P.E.
President

BD:nn

PROFESSIONAL SERVICES AGREEMENT No. 05026.05

This Agreement is by and between Hidalgo County (**Client**) and Cook-Joyce, Inc. (**The Engineer**) who agree as follows: Client hereby engages The Engineer to perform the services described in Part I ("Services") and The Engineer agrees to perform the Services for the compensation set forth in Part III. The Engineer shall be authorized to commence the Services upon execution of this Agreement. Client and The Engineer agree that this agreement and attachments referred to herein, constitute the entire agreement between them relating to the Project ("Agreement").

Project: Precinct 3-Peñitas Landfill Engineering Services

Location: Hidalgo County Precinct 3 – Peñitas Landfill

Job No.: 05026.05

Start Date: Work conducted under this contract will begin on May 1, 2008.

I. COOK-JOYCE, INC.'s RESPONSIBILITIES: The Engineer shall perform or furnish the services described under this Agreement which are more particularly described in the May 5, 2008 proposal letter contained in Exhibit "A".

II. CLIENT'S RESPONSIBILITIES: Client, at its expense, shall do the following in a timely manner so as not to delay the Services.

1. INFORMATION/REPORTS: Furnish The Engineer with all reports, studies, site characterizations, regulatory orders, and similar information in its possession relating to the Project. Unless otherwise specified in Part I, The Engineer may rely upon Client-furnished information without independent verification in performing the Services.

2. REPRESENTATIVE: Designate a representative for the Project who shall have the authority to transmit instructions, receive information, interpret and define Client's policies, and make decisions with respect to the Services.

3. DECISIONS: Provide all criteria and full information as to Client requirements for the Project, obtain (with The Engineer's assistance, if applicable) necessary approvals and permits, attend Project-related meetings, provide interim reviews on an agreed-upon schedule, make decisions on Project alternatives, and generally participate in the Project to the extent necessary to allow The Engineer to perform the Services.

III. COMPENSATION, BILLING, AND PAYMENT: Client shall pay The Engineer for Services in accordance with the following Billing Schedule.

1. SERVICES: X Hourly Rates and Expenses not to Exceed a Maximum Fee of \$76,700, including all expenses, reimbursable expenses and all other fees arising under this Agreement
(Engineer's Hourly Billing Rate Schedule is attached as Exhibit "B")

2. REIMBURSABLE EXPENSES: As referenced above in Section III.1.

3. PAYMENTS: Billings for services rendered will be made monthly and payment is requested within fifteen (15) days of receipt of invoice. Unless special arrangements are made, a finance charge of 1.5% per month will be added to unpaid balances more than thirty (30) days old. The Engineer reserves the right to suspend work should invoices not be paid within the stated terms.

IV. STANDARD TERMS AND CONDITIONS:

1. STANDARD OF CARE. Services shall be performed in accordance with the standard of professional practice

ordinarily exercised under similar circumstances by engineers experienced in the scope of work herein classified within the State of Texas.

2. CHANGE OF SCOPE. The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Client. For some projects involving conceptual, regulatory or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that scope must be redefined.

3. SAFETY. Unless specifically included as a service to be provided under this Agreement, The Engineer specifically disclaims any authority or responsibility for general job site safety and safety of persons other than The Engineer's employees.

4. DELAYS. If events beyond the control of Client or The Engineer, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 60 days, The Engineer shall be entitled to an equitable adjustment in compensation.

5. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon 30 days written notice to the other party. Client shall pay The Engineer for all Services at the rates as described in III.1 above rendered prior to termination.

In the event either party defaults in its obligations under this Agreement (including Client's obligation to make the payments required hereunder), the non-defaulting party may, after 7 days written notice stating its intention to suspend performance under the Agreement if cure of such default is not commenced and diligently continued, and failure of the defaulting party to commence cure within such time limit and diligently continue, suspend performance under this Agreement.

6. OPINIONS OF CONSTRUCTION COST. Any opinion of construction costs prepared by The Engineer is supplied for the general guidance of the Client only. Since The Engineer has no control over competitive bidding or market conditions, The Engineer cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.

7. RELATIONSHIP WITH CONTRACTORS. The Engineer shall serve as Client's professional representative for the Services, and may make recommendations to Client concerning actions relating to Client's contractors, but The Engineer specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences, or procedures of construction selected by Client's contractors.

8. HAZARDOUS MATERIALS. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. The Engineer and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. The Engineer agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client acknowledges and agrees that it retains title to all hazardous material existing on the site and shall report to the appropriate federal, state or local public agencies, as required, any conditions at the site that may present a potential danger to the public health, safety or the environment. Client shall execute any manifests or forms in connection with transportation, storage and disposal of hazardous materials resulting from the site or work on the site or shall authorize The Engineer to execute such documents as Client's agent. Client waives any claim against The Engineer and agrees to defend, indemnify, and save The Engineer harmless from any claim or liability for injury or loss arising from The Engineer's discovery of unanticipated hazardous materials or suspected hazardous materials.

9. ACCESS. Client shall provide The Engineer access to any premises necessary for The Engineer to provide the Services.

10. REUSE OF PROJECT DELIVERABLES. Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by Client for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by The Engineer

for the specific purpose intended, shall be at the Client's risk.

11. AMENDMENT. This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

12. INSURANCE. The Engineer and its subcontractors will maintain insurance coverage for Professional Comprehensive General, Automobile, Worker's Compensation, and Employer's Liability in amounts as specified in Exhibit "C", "Insurance Requirements". Certificates evidencing such coverage will be provided to Client upon request. For projects involving construction, Client agrees to require its construction contractor, if any, to include the Engineer as an additional insured on its policies relating to the Project. The Engineer's coverages referenced above shall, in such case, be excess over contractor's primary coverage.

13. DISPUTE RESOLUTION. In the event any actions are brought, this agreement shall be governed by the laws of the State of Texas and shall be performed in Hidalgo County. Engineer submits to the Jurisdiction of State Courts sitting in Hidalgo County for resolution of any and all claims arising out of or connected with this agreement.

14. NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.


15. SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.


16. AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

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 ninety (90) days written notice to The Engineer. 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. 1995)

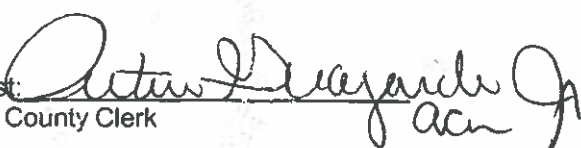
APPROVED FOR HIDALGO COUNTY


APPROVED FOR COOK-JOYCE, INC.

By: 
County Judge J.D. Salinas

By: 
Stephen L. Cook, P.E.
President

Date: 5/5/08

Attest: 
County Clerk

APPROVED AS TO FORM:
Atlas & Hall, LLP
By: 

Date: _____



EXHIBIT "A"

5 May 2008

Commissioner Joe Flores
Hidalgo County Precinct 3
P.O. Box 607
Mission, Texas 78573

Re: Precinct 3 - Peñitas Landfill
Landfill Engineering Services Contract

Dear Commissioner Flores:

I am pleased to provide you with this proposal to continue providing engineering services that support the operation and development of the Hidalgo County Precinct 3 - Peñitas landfill. In particular, Texas Commission on Environmental Quality (TCEQ) regulations require that the landfill continue gas monitoring, disposal cell development and final cover activities under engineering guidance. These services will be performed economically under terms of the standard County contract developed for the landfill. A budget amount of \$76,700 is proposed to provide the engineering services and construction quality assurance described below. Work under this contract will begin May 1, 2008.

SCOPE OF WORK

Task 1 – Permit Compliance and Monitoring

Engineering guidance will be provided as requested to support landfill operations in compliance with the permit. Assistance may be provided for annual TCEQ reports, TCEQ inspection preparation, tire bale and brush handling operations, final cover design and coordination, and permit modifications insuring that landfill operations match Site Plans. Quarterly methane gas monitoring will also be conducted as required by TCEQ.

The County may desire to modify the landfill permit by increasing the height of portions of the landfill, thereby extending the landfill life and more efficiently staging closure construction tasks. A basic permit modification or amendment application to TCEQ may be initiated under this Task. Additionally, if closure work will involve contractor bids, the bid plans and specification can be developed under this task.



A summary of work will be provided at the completion of the contract term.

Work will be conducted as requested by Precinct 3 managers up to the \$40,200 budgeted for this Task. If the work effort required by this task exceeds this budget, available budgeted funds may be drawn from other tasks or a budget amendment may be required.

Task 2 –Construction Quality Assurance for Landfill Final Cover

During late 2001, Precinct 3 forces began installing compacted clay cover over landfill Cells F and G. In the upcoming months, additional clay cover and seeding may be installed to complete final cover for other portions of the landfill. The potential for this work has been coordinated with other County earthwork projects that may have soil available for the landfill cover project. As required by TCEQ, a Final Cover Evaluation Report will be produced for this work, sealed by an engineer and submitted to the TCEQ Municipal Waste Permits Division. This report will document the project location, construction methods, observations, and soil test results.

Full time observation of the work will be provided when the remaining construction activity is underway (as set forth in the Final Cover Quality Control Plan). Observation during as many as 18 days over 8 work periods is included for this task.

The budget for this work task is \$28,500.

Task 3 – Soil Testing During Closure Construction

Soil testing will be provided during the construction project as required by TCEQ. Tests include:

- field moisture and density tests (a maximum of 6 testing trips)
- permeability tests of shelby tube samples (a maximum of 4 tests)
- sieve analysis (passing the #200 sieve) and Atterberg Limits (a maximum of 4 tests)
- Standard Proctor and remolded permeability test (2 tests)

The budget for this work task is \$8,000. Additional sampling requirements may require an amendment to the budget.

PROFESSIONAL SERVICES AGREEMENT AND SCHEDULE

This scope of work will be conducted as further described in Professional Services Agreement No. 05026.05. As in the past, surveying which may be needed during the work will be provided

Commissioner Joe Flores
5 May 2008
Page 3

EXHIBIT "A"



by a surveying company under separate contract to the County. The duration of this scope of work and budget is expected to extend through at least May 2009. Specific project tasks may vary and the contract budget may be reallocated as needed. Additionally, the budget may be amended to cover extra work upon written approval by both parties as set forth in the Agreement.

I appreciate the opportunity to propose this scope of work to assist you with the landfill operations. If any further information is needed, please give Brian Dudley, P.E. a call at 512/474-9097.

Sincerely,

Stephen L. Cook, P.E.
President

BD:nn



EXHIBIT "B"
RATE SCHEDULE
PROJECT 05026.05 – HIDALGO COUNTY
SERVICES RENDERED THROUGH 31 DECEMBER 2008

PERSONNEL

Services of CJI personnel will be billed at the following hourly rates:

Principal	\$ 165.00
Associate/Senior Project Staff	125.00
Project Staff V	110.00
Project Staff IV	95.00
Project Staff III	80.00
Project Staff II	70.00
Project Staff I	60.00
Technician III	60.00
Technician II	50.00
Technician I	40.00
Administrative Support III	50.00
Administrative Support II	40.00
Administrative Support I	30.00

UNIT COST ITEMS

Mileage for project-related travel is charged at the prevailing IRS reimbursement rate. Domestic, long-distance telephone service is charged at \$0.25 per minute. In-house printing and copying is charged at \$0.10 per letter size image for non-color prints. Color printing is charged at \$1.00 per letter size image. Use of certain CJI-owned field equipment is charged at hourly, daily, or monthly rates; a detailed quotation will be provided upon request.

REIMBURSABLE EXPENSES

Expenses which CJI directly incurs either in the performance of its services or in order to perform its services are charged to THE CLIENT at actual cost plus 15 percent. These include, but are not limited to, travel expenses, expendable supplies, rented or leased equipment, outside duplication service, subconsultants, and subcontractors.

PAYMENT

Invoices are submitted monthly for all services rendered during the previous month. Payment must be received at CJI's Austin office within thirty (30) days of the invoice date. Attorneys' fees or other costs incurred in collecting delinquent amounts shall be paid by the Client.

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**AMENDMENT NO. 5
TO PROFESSIONAL SERVICE AGREEMENT BETWEEN
HIDALGO COUNTY, TEXAS AND COOK-JOYCE, INC.**

This **AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT** (No. 05026.05) dated May 5, 2008 BY AND BETWEEN **HIDALGO COUNTY** (the “County”), and **COOK-JOYCE, INC.** (the “Company”) is entered into between the parties effective this **6TH** day of **JANUARY, 2015**.

WHEREAS, Company and County entered into an Agreement dated May 5, 2008 in which the Company agreed to provide professional engineering services concerning the operation, development and closure of the Hidalgo County Precinct 3 Penitas Landfill (the “Agreement”)

WHEREAS, the Company desires to modify the scope of work in Exhibit A, to the Agreement provided by the Company.

WHEREAS, the parties desire to amend the Agreement as hereinafter provided.

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Company hereby agree to the following amendments to the Agreement:

1. Exhibit A to the Agreement is deleted in its entirety and the attached Exhibit A is inserted in lieu thereof.
2. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect and Company and County ratify and confirm the terms and provisions of the Agreement as amended.

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

HIDALGO COUNTY

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

COOK-JOYCE, INC.

Stephen L. Cook, P.E., President

Approved as to Form:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

AI -47833

Closed Session 19. C.

CC - REGULAR

Meeting Date: 01/06/2015

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Cause # CL-14-2283-G; Leonarda Rodriguez-Serna v. Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/12/2014 04:15 PM
Purchasing Department	Monica Badillo	01/02/2015 05:14 PM
Form Started By: Monica Badillo		Started On: 12/12/2014 03:49 PM
Final Approval Date: 01/02/2015		

AI -47892

Closed Session 19. D.

CC - REGULAR

Meeting Date: 01/06/2015

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-8672-14-F; Jose Rocha v. Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/23/2014 11:57 AM
Purchasing Department	Monica Badillo	01/02/2015 05:14 PM
Form Started By: Monica Badillo		Started On: 12/22/2014 11:14 AM
Final Approval Date: 01/02/2015		

AI -47894

Closed Session 19. E.

CC - REGULAR

Meeting Date: 01/06/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Aida Moreira

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/23/2014 11:57 AM
Purchasing Department	Monica Badillo	01/02/2015 05:14 PM
Form Started By: Aida Alvarez		Started On: 12/22/2014 01:30 PM
Final Approval Date: 01/02/2015		

AI -47896

Closed Session 19. F.

CC - REGULAR

Meeting Date: 01/06/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Erasmo Ruiz Jr.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/23/2014 11:57 AM
Purchasing Department	Monica Badillo	01/02/2015 05:14 PM
Form Started By: Aida Alvarez		Started On: 12/22/2014 01:33 PM
Final Approval Date: 01/02/2015		

AI -47898

Closed Session 19. G.

CC - REGULAR

Meeting Date: 01/06/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Luis Garza

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/23/2014 11:57 AM
Purchasing Department	Monica Badillo	01/02/2015 05:14 PM
Form Started By: Aida Alvarez		Started On: 12/22/2014 01:36 PM
Final Approval Date: 01/02/2015		

AI -47903

Closed Session 19. H.

CC - REGULAR

Meeting Date: 01/06/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Efrain Martinez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/23/2014 11:58 AM
Purchasing Department	Monica Badillo	01/02/2015 05:14 PM
Form Started By: Aida Alvarez		Started On: 12/22/2014 03:46 PM
Final Approval Date: 01/02/2015		

AI -47837

Open Session 20. C.

CC - REGULAR

Meeting Date: 01/06/2015

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Cause # CL-14-2283-G; Leonarda Rodriguez-Serna v. Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/12/2014 05:22 PM
Purchasing Department	Monica Badillo	01/02/2015 05:14 PM
Form Started By: Monica Badillo		Started On: 12/12/2014 05:21 PM
Final Approval Date: 01/02/2015		

AI -47893

Open Session 20. D.

CC - REGULAR

Meeting Date: 01/06/2015

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-8672-14-F; Jose Rocha v. Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/23/2014 11:57 AM
Purchasing Department	Monica Badillo	01/02/2015 05:14 PM
Form Started By: Monica Badillo		Started On: 12/22/2014 11:15 AM
Final Approval Date: 01/02/2015		

AI -47895

Open Session 20. E.

CC - REGULAR

Meeting Date: 01/06/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Aida Moreira

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/23/2014 11:57 AM
Purchasing Department	Monica Badillo	01/02/2015 05:14 PM
Form Started By: Aida Alvarez		Started On: 12/22/2014 01:32 PM
Final Approval Date: 01/02/2015		

AI -47897

Open Session 20. F.

CC - REGULAR

Meeting Date: 01/06/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Erasmo Ruiz Jr.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/23/2014 11:57 AM
Purchasing Department	Monica Badillo	01/02/2015 05:14 PM
Form Started By: Aida Alvarez		Started On: 12/22/2014 01:34 PM
Final Approval Date: 01/02/2015		

AI -47899

Open Session 20. G.

CC - REGULAR

Meeting Date: 01/06/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Luis Garza

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/23/2014 11:57 AM
Purchasing Department	Monica Badillo	01/02/2015 05:14 PM
Form Started By: Aida Alvarez		Started On: 12/22/2014 01:37 PM
Final Approval Date: 01/02/2015		

AI -47904

Open Session 20. H.

CC - REGULAR

Meeting Date: 01/06/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Efrain Martinez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/23/2014 11:58 AM
Purchasing Department	Monica Badillo	01/02/2015 05:14 PM
Form Started By: Aida Alvarez		Started On: 12/22/2014 03:47 PM
Final Approval Date: 01/02/2015		